



## GROUP CONTRACT 团队合同

Date of Contract Commencement:

31 Oct, 2017

合同日期: 2017年10月31日

合同与双方友好协商签订:

北京北辰实业股份有限公司北辰洲际酒店, 地址为中国·北京市朝阳区北辰西路8号院4号楼, 邮编100105, 委托代表范欣, 业务拓展经理(简称“酒店”); 与康辉集团北京国际会议展览有限公司, 地址为北京市朝阳区农展馆南路13号12层1510内002, 委托代表仲嵒(简称“客户”).

### 1. Introduction 简介

感谢您选择在我们的酒店举办凯迪拉克活动(简称“活动”). 本活动管理协议(简称“合同”)所明确的是酒店与客户(简称“合同双方”)之间的关系, 即酒店向客户提供的客房、活动、会议及辅助设施。

The Contract is comprised of four (4) main sections, each of which may be amended or supplemented from time to time by the mutual written consent of the parties:

本合同由四(4)个主要部分组成, 各部分均可在合同双方书面同意的情况下进行修改或补充:

Introduction; 简介:

Bedroom and Meeting Room Requirements; 客房及会议室要求;

Event Pricing including the deposit schedule 活动定价, 包括定金支付时间安排;

Terms and Conditions. 条款与条件。

Initialled 签署: \_\_\_\_\_ Date 日期: \_\_\_\_\_ Hotel 酒店

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## Event Contacts 活动联系人

The Hotel identifies the following designated contacts for this Event:

酒店确定以下为本次活动指定联系人:

Primary Contact: Ivy Fan, Business Development Manager , Email: [Ivy.fan@icbjb.com](mailto:Ivy.fan@icbjb.com) Tel: 010-84371297

主联系人: 范欣, 业务拓展经理, 邮箱: [Ivy.fan@icbjb.com](mailto:Ivy.fan@icbjb.com) 电话: 010-84371297

The Client identifies the following designated contacts for this Event:

客户确定以下为本次活动指定联系人:

Primary Contact:Zhong Lan Email: zhonglan@cct.cn, Tel: 13910193620

主联系人: 仲岚 邮箱: zhonglan@cct.cn, Tel: 13910193620

## Agreement 协议

The undersigned are authorised to sign and enter into this Contract on behalf of the Hotel and the Client:

本合同由合同双方授权代表在下方签署并生效:

For and on behalf of the Hotel:酒店代表方:	For and on behalf of the Client: 客户代表方
Signature:签名	Signature:签名
Name:姓名: 范欣	Name:姓名
Title:职位: 业务拓展经理	Title:职位
Date:日期: 2017年10月31日	Date:日期
Signature:签名	
Name:姓名: 齐楠	
Title:职位: 销售总监	
Date:日期: 2017年10月31日	



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Signature: 签名	
Name: 姓名: 路岩	
Title: 职位: 市场销售部总监	
Date: 日期: 2017 年 10 月 31 日	

## 2. Bedroom Requirements 客房要求

### Booking Process 预定流程

The Hotel will provisionally hold meeting room block on the dates specified by the Client until the Hotel receives (i) a signed copy of this Contract, or (ii) the specified deposit amount from the Client (together "Event Confirmation").

酒店将暂时保留客户指定日期的会议室，直至酒店收到 (i) 本合同签署件，或 (ii) 客户支付的规定的定金（两项合称“活动确认”）。

Once the Event Confirmation has been given by the Client, all such facilities and services reserved on behalf of the Client will be subject to the Terms and Conditions of this contract (including section 4.6 *Cancellation Policy*). If the Event Confirmation has not been received from the Client or an extension provided by 1 Nov 2017, the Hotel will release these dates for sale. In the event the Hotel receives a request for the same dates prior to the date noted above, the Hotel will contact the Client in writing and will give the Client two working days to confirm the Event in writing.

一旦客户给出了活动确认，所有以客户名义预定的设施和服务均将受到本合同条款和条件的约束（包括第 4.6 节 取消政策）。如果在 2017 年 11 月 1 日前没有收到客户的活动确认，或需要延期，酒店将释放这些日期的预定另行销售。如果酒店在上述日期前收到同样日期的其它预定要求，酒店将以书面方式联系客户，并给予客户两个工作日的时间对活动进行书面确认。



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### Bedroom Requirements 客房要求

The Hotel is currently provisionally holding the following Bedroom requirements for the Client's use:

酒店目前暂时保留以下客房需求，供客户使用：

### Room Block 客房保留时间

Days of the Week	Fri	Sat	Sun
一周日期	周五	周六	周日
Date:日期	11月3日	11月4日	11月5日
Deluxe King Room 豪华大床房	1	8	189
Deluxe Twin Room 豪华双床房	0	0	48
Studio Suite 商务套房	0	0	5
Total:总数	1	8	242

### Special Bedroom Rates 特惠房价

(These rates are presented in CNY) (以下房价采用人民币)

Room Type	Date	Room Rate (CNY)
房型	日期	房价 (人民币)
Deluxe King Room 豪华大床房	11月3日&11月4日	CNY2000net 人民币 2000 元净价
Deluxe King Room 豪华大床房	11月5日	CNY1200net 人民币 1200 元净价
Deluxe Twin Room 豪华双床房	11月5日	CNY1200net 人民币 1200 元净价

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Studio Suite

商务套房

11月5日

CNY1500net  
人民币 1500 元净价

- These Special Bedroom Rates represent the best rate available considering the volume of rooms, length of stay and season.  
以上特惠房价是在考虑了客房需求量、入住时间长度以及季节因素在内的最优价格。
- These Special Bedroom Rates will apply for the Dates of the Event only.  
以上特惠房价将仅限上述活动日期内使用。
- These Special Bedroom Rates are not applicable in addition to other promotions.  
以上特惠房价不适用于其他促销活动。
- These Special Bedroom are inclusive of one daily buffet breakfasts, Additional daily buffet breakfast can be arranged at CNY150net per person per day (inclusive of service charge).  
以上特惠房价包括一份自助早餐，额外早餐需加收人民币 150 元净价/位(包含服务费)。
- The above Special Bedroom Rates are inclusive of service charge.  
以上特惠房价包含服务费。酒店公司有权在上述房价之外另行收取前述款项。
- These Special Bedroom Rates are inclusive of internet access in the bedroom.  
以上特惠房价包括上网费用。
- A daily minimum of rooms will be required within the period of [3 Nov, 2017] to [6 Nov, 2017] qualify for these special bedroom rates. The hotel reserves the right to revise our proposal should the total rooms per daily required fall below the above pre daily number.  
以上特惠房价基于客户在[2017年11月3日]至[2017年11月6日]期间最低保证房数基础上的特惠价格。如果客户在上述期间内未能达到以上每天最低保证间夜量，则酒店将按以上每天最低保证间夜量计算和收取上述期间内的房费，并保留调整客房价的权利。
- Executive Deluxe Room and Suites' rates inclusive of complimentary access to Club InterContinental Lounge and use of all its complimentary benefits:  
洲际俱乐部楼层及套房客人专享以下服务：
  - Personalized private check in/ out at the Club Intercontinental Lounge  
洲际俱乐部酒廊办理个性化私人入住/退房服务
  - Instant check in/ out service (applicable to credit card payment only)  
快速办理入住/退房服务（适用于信用卡付款）
  - Full Business & Concierge Services  
个性化秘书及礼宾部服务
  - Complimentary use of the Club's state-of-the-art audio-visual equipments  
包含使用俱乐部顶级音响视听设备
  - Daily complimentary pressing of 3 pieces of clothing  
包含每天三件衣服熨烫
  - Complimentary rental of latest box office hit movies (2 DVD per time rental)  
包含提供最新电影的租借服务（每次 2 部影碟）

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- Complimentary shoe shine service  
包含擦鞋服务
- Free access to 24-hour Fitness Centre  
包含使用 24 小时健身中心
- Daily complimentary local or international newspaper  
包含提供当日国内及国外报纸
- Complimentary use of Club Intercontinental meeting room for 2 hours per day (Advance reservation required)  
包含每日使用洲际俱乐部会议室 2 小时（需要提前预订）
- Free high speed broadband internet access at Club InterContinental Lounge  
包含洲际俱乐部酒廊内高速宽带上网
- Complimentary photocopies (up to 20 copies per stay)  
包含影印服务（每次入住限 20 张）
- Complimentary Food and Beverage service, during the operation hour of Club InterContinental Lounge from 0630 to 2300  
洲际俱乐部酒廊营业期间（早上六点半到晚上十一点），提供餐饮服务

Breakfast 早餐	Afternoon Tea 下午茶	Evening Cocktail 鸡尾酒会
0600 – 1000	1500 – 1700	1800 – 2000

- Check-in time is 14:00. Although the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, the Client recognizes that guest rooms may not be immediately available. Baggage storage will be available from the Hotel. The Hotel check out time is 12:00.  
酒店入住登记时间是 14:00。尽管酒店将竭尽全力为在入住登记时间前抵店的客人安排房间，但客户需认识到在这种情况下客房可能不能马上安排到位。酒店将提供行李存放服务。酒店退房时间是 12:00。



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### Meeting details 会议日程

Date	Time	Events	Room Name	Set Up	Pax	Room Rental
日期	时间	活动	会议室号	布置	人数	会议室租金
2017年 11月5日	16:30-17:30	自助晚餐	啡扬咖啡厅& 意大利餐厅	现有	180	人民币 300 元净价每位
2017年 11月6日	09:00-12:00	会议	洲际贵宾厅	U型	30	人民币 20000 元净价

### 3. Event pricing including the deposit schedule

#### 活动定价，包括定金支付时间安排

Description	Price (CNY)
描述	价格 (人民币)
Bedroom Pricing	CNY309,900
客房定价	人民币 309,900 元
Event Pricing	CNY74,000
活动定价	人民币 74,000 元
Total Estimated Contract Price	CNY383,900
估算合同总价	人民币 383,900 元
1st Deposit of 80% due on 2 <sup>th</sup> Nov 2017	CNY307,120
第一笔定金 80%，于 2017 年 11 月 2 日之前支付	人民币 307,120 元
2nd prepayment of 20% due on 15th Nov 2017	CNY76,780
第二笔全款 20% 的预付款，于 2017 年 11 月 15 日之前支付	人民币 76,780 元
Balance payment due on 20 <sup>th</sup> Nov 2017	-
活动结束后，即 2017 年 11 月 20 日贵公司需要支付所有发生的余款。	-

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Prices quoted include service charge at the prevailing rate when the contract was prepared and are subject to alterations should the rate change. The Client will need to complete the necessary Credit procedures. In the event these have not been completed, full payment will be required thirty days before the commencement date of the Event.

所报价格包含服务费，使用合同签订时的现行汇率，并将随汇率变化而调整。客户将需要办理必要的信用程序。如果没有完成这些程序，则必须在活动开始日前三十天支付全部金额。

#### 4.1 Terms and Conditions

##### 4.1 条款和条件

###### 1. Compliance with Laws/Regulations 合法合规

1.1 The Client shall comply with any and all laws which may be applicable within the legal jurisdiction and for the organisation of this Event as provided for in this contract. Moreover, the Client shall ensure that all appropriate authorisations and declarations are duly filed and/or obtained prior to staging the event. Failure for the Client to comply with this provision shall give the right for the Hotel to cancel the Event. Moreover, the Client shall be held solely liable for any action, procedure, fine that may arise in respect of the organisation of this Event.

按照本合同规定，客户应遵守法律管辖范围内以及本活动的组织可能适用的任何及所有法律。并且，客户应确保在筹备活动前，及时申请且/或获得了所有所需的授权和声明。如果客户未能遵守本项规定，酒店有权取消活动。并且，客户应对由于组织本次活动而可能产生的行动、程序和罚款独立承担全部责任。

1.2 The Hotel shall comply with all national, provincial and local regulations which apply to its facilities and operations, including building and fire codes, the provision of facilities and services to the disabled and the sale, service or furnishing of alcoholic beverages and shall obtain all permits and licenses required to provide the services covered by this contract.

酒店应遵守所有适用于其设施和经营项目的国家、省级和地方法规，包括建筑物和消防规范、提供残疾人设施及服务、酒精饮料的销售、供应及调制，并应获得提供本合同规定服务需要的所有许可证和执照。

1.3 If the Client uses the rented premises in such a way that is incompatible with their intended purposes, or which is contrary to morality, public order or applicable law or if the Event may, in the Hotel's general manager's reasonable opinion, prejudice the reputation of the Hotel, the Hotel may terminate this Contract with immediate effect, without prejudice of its right to claim damages.

如果客户使用所租用场地的方式与订约意图不符，或违背了道德、公共秩序或适用法律，或活动，根据酒店总经理的合理意见，损害了酒店的声誉，酒店可以立即终止本合同，并保留索取损害赔偿的权力。

1.4 During the Term, the Hotel Company has the right to adjust the above room rates and other fees, and has the right to charge or adjust the taxes on the above fees in accordance with the PRC laws and regulations.

在合同期限内，酒店公司有权调整上述房价以及其他收费，同时有权根据中国法律法规就上述费用收取或者调整相关税费。



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### 4.2. Organisation 活动组织

All decoration plans, technical installations and various adjustments of apartments, bedrooms, meeting and banqueting rooms and lounges in the Hotel must comply with the applicable safety regulations and standards in force and require the prior written consent of the Hotel management. 对

酒店中公寓、客房、会议和宴会房间及休息室的所有装饰计划、技术安装工程和各类调整都必须符合适用的安全规定和现行的标准，且需获得酒店管理层的事先书面同意。

Such approval, always excludes the drilling of walls, floor or coverings by any means whatsoever and the use of the adhesive products on the same.

上述批准将始终不包括在墙壁、地板或覆盖物上以任何方式打洞或者粘贴粘性物品。

Except with the Hotel management's prior written approval, the client must not:

除非获得酒店管理层事先书面批准，否则客户不得：

Make any reference to or use in any way the signs, symbols and logos of any company of the InterContinental Hotels Group or make available publicly photographs taken in the Hotel's premises.

以任何方式提及或使用洲际酒店集团旗下任何公司的标志、符号和 LOGO，或将酒店物业范围内拍摄的照片公诸于众。

Sublet the premises which are the subject matter of this Contract or use the same for any purpose other than the agreed purposes.

转租场地，即本合同的标的物，或将该场地用于任何其他非协议同意的用途。

Sell goods or services (including tickets) on the Hotel premises.

在酒店的场所中出售商品或服务（包括票证）。

Use tickets, posters or other advertising or promotional material for the event.

在活动中使用门票、海报或其他广告或推广资料。

The Client must obtain prior written permission from the Hotel for any musical entertainment that the Client wishes to include in this Event.

如果客户希望在活动中加入任何音乐娱乐，客户必须获得酒店的事先书面许可。

The Hotel reserves the right to refuse any entertainment incompatible with the image and services policy of the Hotel.

酒店有权拒绝任何与酒店形象和服务政策不符的娱乐活动。



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The Client shall make sure that all the necessary declarations have been made to the relevant authority for the use of any musical composition, subject to laws on intellectual property rights.

客户应确保对任何音乐作品的使用已经向相关机构做出了必要的声明，符合知识产权的法律规定。

If special security arrangements are required because of the visit or presence of an important person at the function, they shall be the Client's responsibility. Should the Client see it necessary liaise with the police regarding the security of VIPs, the Hotel will assist but must be given prior notice of any such arrangements.

如果由于宴会上有重要人物访问或出席而需要特殊的保安措施，将由客户承担责任。如果客户认为必须与警方联络有关VIP的安全问题，则相关的安排必须提前通知酒店，酒店将在收到客户提前通知的情况下协助安排。

It is the Client's responsibility to ensure that the premises put at their disposal are suitably secured during the function. However, the Client may decide, on their own responsibility, to not employ security for the premises.

客户有责任确保交由客户支配的场地在宴会期间得到适当的安全防护。但是，客户可以决定在宴会场所不雇用保安，责任由客户自行承担。

The Client is required to conform to the local labour laws in force for all persons employed on the occasion of this event.

客户对活动现场雇用的所有人员，必须遵守现行的地方劳动法规。

At the end of the event, the Client undertakes to remove at its expense, all equipment, decoration, personal effects and documentations, which the Client will have brought into the Hotel's premises.

在活动结束，客户承诺移除带到酒店场所的所有设备、装饰品、个人财务和文件，费用由客户自行承担。

Rooming lists will be sent by the Client to the Hotel as soon as available, and no later than thirty (30) business days prior to the arrival of the group. Any rooms reserved and not utilised will be covered by the terms of 4.6 Changes and Cancellations. The Hotel will send back to the client the rooming list two (2) days prior to arrival in order that the client may verify names and room allocation.

一旦可以提供，客户将立即向酒店提供客房安排清单，不迟于团队抵达前三十（30）个工作日。任何预定而未使用的客房将适用条款 4.6 变更与取消的规定。酒店将在客户抵达前两（2）天向客户发送客房安排清单，从而使客户可以核对姓名和客房分配。

Any changes in Room Block must be communicated by the Client in writing, with written acknowledgement by the Hotel. Name changes will be allowed provided all rooms are guaranteed. The Hotel agrees not to send any individual confirmation or contract to the end user guest, unless requested by the Client to do so.

客房保留时间中的任何变化必须由客户以书面形式进行沟通，由酒店给予书面确认。在所有客房均确保的情况下，允许进行姓名修改。酒店同意不向终端客人发送任何单独的确认信或合同，除非客户要求这么做。

The quoted rates are to appear on any individual end user guest folio.

所报价格将显示在任何单独的终端客人账单上。



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The Client undertakes to inform the Hotel in writing if there would be a need for any special dietary requirements at least three (3) days prior to the Event. No extra charge will be made for these meals, as long as they do not exceed the cost of the chosen menu. Upon request, copies of proposed menus will be provided

客户承诺如果有任何特殊餐饮要求，将以书面形式在活动前至少三(3)天内告知酒店。只要这些餐饮要求的成本未超过所选定的菜单，酒店将不收取任何额外费用。如需要，酒店将提供建议的菜单。

Conference materials: Each box must be clearly labelled to identify the conference and/or Event name, plus number of boxes in shipment (i.e. 1 of 4, 2 of 4, etc) and be addressed to the Hotel Event Manager. For security purposes, please ensure you have notified the Hotel prior to shipment.

会议资料：每个盒子必须用标签清晰标记，用来识别会议和/或活动名称，加上运送盒子的编号（即，1/4, 2/4 等），并写上酒店会务经理的地址名称。出于安全目的，请确保你在运送前已经通知了酒店。

The Hotel is not responsible for assembling any displays or exhibition stands.

酒店不负责组装任何陈设或展架。

Due to the Hotel's limited storage capability, the Hotel must restrict complimentary storage to a maximum of 10 boxes (equal to 1 cubic meters), to no more than 2 business days prior to the function set up and 1 days maximum following its termination.

由于酒店存储空间有限，酒店必须限制免费存储空间，最多 10 个盒子（相当于 1 立方米），时间期限不超过活动设立前 2 个工作日，和活动结束后最多 1 天。

### 4.3 Liability 义务

The Client shall be liable for all damage to the Hotel caused by the Client and its employees, its visitors and its third party service providers. Furthermore, the Client agrees to indemnify the Hotel for all damages suffered by the hotel as a consequence of the wrongful or negligent behaviour of the Client, its visitors and its third party service providers.

客户将负责承担由客户及其员工、其访问者及其第三方服务商造成的所有损失。并且，客户同意赔偿酒店由于客户、其访问者及其第三方服务商的过失或疏忽行为而造成酒店所受到的所有损失。

The obligations of the Hotel under this contract are limited to the provision of premises and/or rooms to the benefit of the Client. The Hotel shall only be liable in the event of proven failure in respect of its obligations to deliver the premises in accordance with the specifications agreed upon between the parties.

酒店在本合同中承担的义务仅限于为了客户的利益提供酒店场地和/或客房。酒店将仅限在其无法根据合同双方之间约定的详细要求履行交付场地义务时承担责任。

It is expressly agreed that the organisation and the management of the event shall be under the full and exclusive responsibility of the Client.

双方明确同意，本活动的组织和管理责任应由客户完全和独立承担。

## GROUP CONTRACT 团队合同

To the extent permitted by law, Hotel shall protect, indemnify, defend and hold harmless Client and its officers, directors, partners, agents, members, and employees from and against any and all Claims arising out of or caused by Hotel's negligence in connection with the provisions of Hotel's facilities. Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defence, which it may have with respect to such Claims.

在法律允许范围内，酒店应保护、赔偿、抗辩、保护客户及其官员、总监、合作伙伴、会员和员工免受任何及所有与酒店提供酒店设施相关的疏忽而引起或造成的索赔。酒店不应由于本段条款，放弃或被视为放弃任何由于这些索赔可能造成的辩护。

Except for death or personal injury arising from Client's gross negligence or wilful misconduct, under no circumstances shall Client be liable for amount of damages in excess of the paid room fees for the rooms directly causing the damages or be liable in any amount for special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, attorneys' fees, court costs, interest or exemplary or punitive damages.

即使本协议中有任何相反规定，除因客户的重大过失或故意不当行为造成的人身伤亡以外，在任何其他情况下，客户所承担的责任均不得超过其就直接导致损害的客房所支付的房费，且不对任何特别的、原发性的、继发性的或间接的损害、商誉或营业利润损失、停工、数据丢失、计算机运行失败或故障、律师费、诉讼费、利息或惩罚性损害赔偿金额承担责任。

### 4.4 Insurance Requirements 保险要求

The Hotel and the Client each agree to carry adequate public liability and other insurance protecting itself and the other party against any claims arising from any activities conducted in the Hotel during the Event.

酒店和客户均同意在活动期间承担充分的公共责任及其他保险，保护自身及其他方免受由于酒店中进行的任何活动而产生任何索赔。

### 4.5 Rates and Invoicing 价格与开票

Unless otherwise indicated, all rates are indicated in Chinese Yuan where the Hotel is located and the Client undertakes to pay in this currency. If the Client pays in a different currency, the Hotel will apply applicable exchange rate on the day of the payment.

除非另有说明，所有价格均以人民币标注，并且客户承诺以人民币支付。如果客户以不同货币支付，酒店则将采用付款当日适用的汇率。

In the absence of specific written billing instructions, the Hotel will invoice all items agreed upon and all extras to the Client. Subject to variations as agreed herein, the amount billed by the Hotel to the Client is the amount agreed on the conclusion of this Contract plus the charges for additional services provided by the Hotel at the Client's requests, at the then applicable service rate.

在没有具体的书面账单说明时，酒店将根据所有达成一致的项目及其他额外项目开票。根据本合同协议，根据实际情况酒店向客户开具账单的金额是本合同订立时协商一致的金额加上酒店根据客户要求提供额外服务的费用，以当时适用的服务价格结算。



## GROUP CONTRACT 团队合同

Invoices which are not challenged within 7 days from the invoice date are deemed to be agreed. Where there may be issue with a particular amount, this amount only may be held pending review. Invoices must be paid within 30 days from the invoice being agreed, failing which all outstanding amounts will automatically and without prior notice accumulate interest at the rate 1% per month, from the due date until the day of full payment, both days to be included.

自开票日起 7 天内，没有受到质疑的付款通知将被视为同意。当对特定金额可能存在问题时，该金额仅能够暂停待查。帐单必须在被同意后 30 天内支付，否则所有未支付款项将自动累计每月 1% 的利息，且没有任何事先通知，从到期日计，直至全部付清日为止，到期日和付清日均包括在内。

This Event is to be treated as a wholly separate transaction between the Client and the Hotel. Neither party may setoff any disputed payments from previous events against payments for this Event.

本活动将被视为客户和酒店之间完全独立的交易。双方均不能将任何过往活动中的有争议的付款抵消本次活动的付款。

It is the Client's responsibility to provide the Hotel with written details of those Event attendees who may sign charges to the main account.

客户有责任向酒店提供那些可能在总账户中签署费用的活动参加者的详细书面信息。

If payment is to be made by either a credit or debit card this must be made known to the Hotel at the time of booking. Only recognized card merchants will be accepted. The card must be produced by the signatory at the latest thirty (30) days prior to the Event.

如果付款采用信用卡或借记卡方式，必须在预定时告知酒店。仅接受公认的发卡机构。信用卡或借记卡必须在活动前至少三十（30）天出示。

In the event credit is not approved, prepayment of all total charges is required prior to arrival with the balance due at departure.

如果信用审批未通过，在抵达前要求支付所有合计费用的预付款，余款在离店前支付。

Bank Name: Bank of China, Beijing Middle North Fourth Road Sub-Branch

银行名称: 中国银行北京北四环中路支行

Bank Address: 1-2F, Tower A Pangu Building, Middle North Fourth Ring Road, Chaoyang District, Beijing, China

银行地址: 北京市朝阳区北四环中路 27 号盘古大厦 A 座 1-2 层

Account No.: 3337 5603 3514

收款人账号: 3337 5603 3514

Swift Code: BKCH CN BJ 110

银行代码: BKCH CN BJ 110



## GROUP CONTRACT 团队合同

Account Name: InterContinental Beijing Beichen

收款人名称: 北京北辰实业股份有限公司北辰洲际酒店

Account Address: 8 Bei Chen West Road, Chaoyang District, Beijing

收款人地址: 北京市朝阳区北辰西路 8 号院 4 号楼

### 7. Changes & Cancellations 变更与取消

#### 变更

From the signing of this Contract, Hotel no allowed the Group reduces the agreed upon group room block but not necessarily cancelling the whole group event. If there is any reduction, the client agrees to pay total expected rooms and function charges.

签订合同后, 酒店不允许客房的数量和会议场地的使用的减少.如果产生任何客房数量和会议场地使用的减少, 客户同意全额支付预计发生的所有客房和会议活动的费用。

#### 取消

If the Client partially or completely cancels the Event and/or the Guest Room accommodation, the Hotel shall incur costs equivalent to the lost revenue of the cancelled services.

如果客户部分或全部取消活动和/或客房住宿, 酒店将产生与取消的服务所损失的收入相等的费用。

A Cancellation Fee shall be paid by the Client upon partial or full cancellation as compensation for the Hotel's lost profit and not as a penalty. The Cancellation Fee shall be expressed as a percentage of lost revenue from the sale of bedrooms, and meeting room rental, as reasonably determined by the Hotel. Where the Hotel has ordered for food, beverages, equipment hire and incidental purchases, etc., these elements may also be considered as part of the cancellation fee.

客户支付部分或全额取消费用, 作为对酒店所损失利润的赔偿, 而非违约金。取消费应根据客房、会议室租金销售损失的收入的百分比计算, 由酒店进行合理的判定。酒店订购的食品、酒水、设备租用、以及其他采购等均被视为取消费。

From the signing of this Contract, a partial reduction of the Event and/or rooms blocked of up to 100% may occur. In the event of any cancellation in excess of the above stipulated threshold, the Hotel shall assess the Cancellation Fee based upon the scale below.

自本合同签订之日起, , 活动及客房的损失率从 100%开始逐步上升。任何超过以上所定界限的取消, 酒店将根据以下比例估算取消费。

**Scale for Calculating Cancellation Fee**
**取消费计算比例**

Number of Days prior to the Scheduled Commencement Date of the Event 计划活动起始日前天数	Expressed as a percentage of Lost Rooms, Food, Beverage and room rental charges 客房、餐饮、客房间租所损失费用的百分比
After contract signed 合同签订后	100%

The Client will provide to the Hotel, on a timely basis, any changes to its attendance projections, bedroom and function space requirements for the Event. All changes are subject to availability, and all agreed changes will be confirmed by the parties in writing prior to the Event. This Contract has been negotiated based on the dates, number of rooms and function space outlined above. Any additional space and service confirmed by the parties in writing after the signing of this Contract will be subject to this clause 7. Changes and Cancellations. All changes resulting in a reduction of revenue to the Hotel shall be subject to payment of Cancellation Fees. The Cancellation Fees owing vary according to the number of days prior to the Event that the Hotel is notified of such changes.

客户将及时向酒店提供其参会人数预测、活动对客房及宴会空间要求的任何变动。所有变动将取决于是否可提供而定，且所有达成一致的变动都将在活动开始前由合同双方以书面形式确认。本合同已经根据上述日期、客房数以及宴会空间进行了谈判。在合同签订后任何由合同双方确定的额外空间和服务将遵循本合同第 7 条变更与取消。所有导致酒店收入减少的变更都将遵循取消费的付款规定。所欠取消费根据在活动前通知酒店该变更的天数而变化。

Notice of any cancellation must be received by the Hotel in writing, and any Cancellation Fee assessed is payable by the Client no later than thirty (30) days after being invoiced therefore by the Hotel or as part of the total Event settlement. The Deposit amount may be set off against any Cancellation Fee owed.

任何取消通知酒店必须以书面形式收到，并且所评估的任何取消费客户应在收到酒店付款通知后不迟于三十（30）天支付，或作为活动总款项的一部分结算。定金可以用所欠取消费抵销。

#### 4.7 Credit and Charging 信用与收费

Should the Client request a credit facility be made available during the course of the Event, this can be provided in accordance with the IHG Credit Policy.

如果客户要求在活动过程中安排信贷挂帐，需通过酒店相应得信贷申请程序。

The Client will provide the Hotel with a list of designates who are permitted to access the credit facility and charge items to the main account. The Hotel will require the Client to honour any charges that are authorised by any of these designates.

客户将向酒店提供允许访问信用透支以及向总账户收取费用的项目的指定人清单。酒店将需要客户兑现这些指定人中的任何人授权的任何费用的支付。

#### 4.8 Termination by Company 公司终止

If the Client fails to make any or all of the deposits when due and remains in default after 3 written reminders on the late payment, then without prejudice of the Hotel's rights to claim payment of sums due and damages for the prejudice suffered, the Hotel may terminate this Contract with one further weeks notice.

如果在到期时客户未能支付任何或所有定金，且 3 次书面通知后仍未支付，不会损害酒店对到期款项和由于受到损害而造成的损失索赔的权利，酒店可以提前一周另行通知终止合同。

In the event of termination of this Contract all down payments made or due remain the property of the Hotel, except where termination is attributable to the Hotel's breach of contract or the force majeure.

如果本合同终止，所有已支付或到期的预付款依旧是酒店的财产，除非合同终止是由于酒店违约或者不可抗力。

#### 4.9 Force Majeure 不可抗力

If events beyond the reasonable control of the Parties, including but not limited to, acts of God (flood, earthquake, tornado, fire, etc.), war, strikes, threats or acts of terrorism or similar acts, disease, World Health Organisation travel advisory, civil disorder, non-availability of food, beverages, or other supplies or curtailment of transportation either in the conference city or in the countries/states or origin of the attendees, make it inadvisable, impracticable, illegal, or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract, without liability, upon written notice to the other party. Any deposits made shall be refunded to Client within 30 days after written notice of cancellation under Force Majeure.

超过合同双方合理控制之外的事件，包括但不限于，会议城市或国家或参会者出发地的不可抗力（洪水、地震、龙卷风、火灾等）、战争、罢工、恐怖威胁或恐怖活动或类似行为、疾病、世界健康组织旅行忠告、民间骚乱、食物短缺、饮料或其他补给或交通缩短，从而使履行本合同最初的协议变得不理智、不可行、不合法或不可能，受影响的一方可以向另一方发出书面通知，终止本合同，而无需承担法律责任。支付的任何定金将在书面通知由于不可抗力取消合同后 30 天内退回客户。

In the event the Client decides to hold its Meeting despite any of the circumstances detailed in 4.9, the Hotel shall waive any fees related to a reduced-sized Meeting (including any cancellation fees, room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests the equivalent room rate offered to guests during the contracted dates.

如果在 4.9 条所描述的情况下，客户仍决定举办会议，酒店不承担任何与会议缩减相关的费用（包括任何取消费、客房减少的费用、宴会空间租金、餐饮减少的费用），并将向团队的客人提供与协议约定日期向客人提供的同等的房价。

#### 4.10 Overbooking 超额预定

In the unlikely event that the Hotel is oversold, the Hotel will give the Client's delegates priority and will not relocate any of Client's delegates unless absolutely necessary. In the event that relocation is necessary, none of the delegates will be relocated without prior notification of, and consultation with, the Client. In cases of relocation, Hotel shall provide:

如果发生可能性很低的酒店超额预定，酒店将给予客户的参会代表优先权，除非绝对必要，酒店不会将任何客户重新安置。如果必须进行重新安置，在没有事先通知和与参加会者协商之前，任何与会者都不会被重新安置。如果重新安置，酒店将提供：

alternative accommodation of comparable standard at a convenient hotel at no charge to the guest for the duration the guest is displaced;

在客人被转移期间，同等标准、便利的替代酒店住宿，且不收取额外费用；

one complimentary round-trip ground transportation between Hotel and the alternative hotel for each day the guest is displaced;

被转移客人每天在酒店和替代酒店之间免费来回地面交通一次；

two phone calls worldwide, each of no more than 5 minutes duration, and necessary arrangements for forwarding the displaced guest's telephone messages and mail;

全球电话通话两次，每次持续时间不超过 5 分钟，以及转交被转移客人电话信息和邮件的必要措施；

an offer to relocate the displaced guest back to the first available room. If a room becomes available and guest elects not to return to Hotel, Hotel shall have no further obligations under this section 4.10; and

第一时间向被转移客人提供可用的客房。如果有可用客房，而客人选择不返回酒店，酒店将不承担本节 4.10 条款中规定的进一步义务；且

upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

返回酒店时，（如果有的话）提供升级的客房和总经理欢迎信。

#### 4.11 Jurisdictions and Applicable Law 管辖权与适用法律

This Contract is governed by the laws of the Peoples Republic of China. If any part of this Contract is found void and unenforceable, it will not affect the validity of the balance of the Contract, which shall remain valid and enforceable according to its terms. Any dispute arising out of or related to this Contract shall be brought before the courts which are competent in respect of the location of the Hotel.

本合同受中华人民共和国法律管辖。如果本合同任何部分被发现无效且无法履行，将不影响本合同其余部分的有效性，仍将根据本合同条款保持有效和可执行。任何由于或关于本合同产生的争议，将提交酒店所在地胜任的法院。

#### 4.12 Data Protection and Processing 数据保护与处理

The Client acknowledges that this Contract is subject to data protection standards and legislation. All information in respect of the Client and their delegates that is collected by the Hotel during the course of the Event will be processed in compliance with the Hotel's data policy and any applicable local legislation and regulations.

客户认可，本合同遵循数据保护标准和立法规定。酒店在活动过程中所收集的关于客户及其参会代表的所有信息的处理将遵循酒店的数据政策及任何当地适用立法和法规。

#### 4.13 Effective date of communications 沟通的生效日期

The parties agree that for the purposes of this Contract and any amendments or modifications thereto or any other notice or communication between the parties, signatures sent or received by fax or e-mail transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communication will be determined as follows:

合同双方同意，为履行本合同及另外的任何修改或修订或合同双方之间的任何另外的通知或通信、通过传真或电子邮件传输发送或收到的签字，都将被认为与该方签署的原始签字同样，是有效和可执行的。沟通的生效日期将根据以下规定判断：

- a) Communications sent via mail or courier will be considered effective two days after date sent;

通过邮寄或快递发送的通信将在发送日之后两天视为生效；

- b) Communications via fax will be considered effective as of date and time on fax confirmation sheet retained by sender; and

通过传真的通信将在发送人保留的传真确认表上的日期和时间被视为生效；且

- c) Communications sent by e-mail will be effective when the message is accepted by the recipient's e-mail server.

通过电子邮件发送的通信将在收件人的电子邮件服务器接受时被视为生效。

#### 4.14 Miscellaneous 其它

This Contract constitutes the entire agreement between the parties and supersedes all prior discussions and writings between the parties with respect to the Event. This agreement cannot be amended except in writing by a side letter signed by both parties. The terms of any purchase order or other ordering document shall be without force and effect.

本合同构成合同双方之间完整的协议，并取代合同双方之前有关本活动的所有讨论和信函。除非合同双方以书面形式签署回签书信，否则本协议不得修改。

In case of conflict between the Chinese and English versions of the Contract, the Chinese language version shall prevail

如本合同中中英文条款发生冲突，以中文版本为准。