



Kempinski Hotel  
Hangzhou

CHINA

杭州远洋凯宾斯基酒店

**Company Name** : Comfort Group (Beijing) MICE Service Co.,Ltd  
公司名称 康辉集团北京国际会议展览有限公司  
**Contact Name** : Ms. Guo Haiyan  
联络人 郭海燕  
**Phone Number** : 138 1099 5220  
联络电话  
**Fax Number** : /  
联络传真  
**E-Mail Address** : /  
电子邮箱  
**Subject** : MICE group contract for Comfort Group (Beijing) MICE Service Co.,Ltd  
主题 康辉集团北京国际会议展览有限公司团队合同

Dear Ms. Guo,  
尊敬的郭女士,

Warm greetings from Kempinski Hotel Hangzhou.  
来自杭州远洋凯宾斯基酒店的诚挚问候!

We would like to thank you very much for accommodating your guests and hosting your upcoming event in our hotel. We truly appreciate your support.

我们深感荣幸承接贵公司即将于 2021 年 4 月 8 日举办的活动。我们由衷地感谢对酒店的支持!

Please find our letter of agreement for your perusal and approval. Please advise acceptance by **1 Apr, 2021**, so that we may proceed with the necessary arrangement.

请查收并详细审阅我们为贵公司本次活动准备的协议书。如您接受所附协议书,请您在 2021 年 4 月 1 日之前签字、盖章确认并回传给到我们,以便我们能做及时而必要的准备。

Dear Ms. Guo, should you have any question or further request, please let me know. My contact details are listed below.

尊敬的郭女士,如您有任何疑问和进一步要求,敬请通过以下联系方式告知。

We look forward to working closely with you to ensure the success of this upcoming event.

我们真诚期待与贵公司的合作,以确保协助贵公司成功举办即将到来的活动。

Yours Sincerely,

顺祝

商祺

Jack Zhou 周捷  
Director of Sales 销售总监  
Kempinski Hotel Hangzhou 杭州远洋凯宾斯基酒店  
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A member of Global Hotel Alliance-GHA.com

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Comfort Group (Beijing) MICE Service Co.,Ltd (Hereon refer to the "Company") and Hangzhou Sino-Ocean Xinhe Hotel Real Estate Co., Ltd. Gongshu Branch (Hereon refer to the "Hotel") have agreed to the accommodations and functions (Hereon refer to the "Events") to be held at the Kempinski Hotel Hangzhou and come to the terms described within.

康辉集团北京国际会议展览有限公司（以下简称公司）和杭州远洋新河酒店置业有限公司拱墅分公司（以下简称酒店），就 2021 年 4 月 8 日至 4 月 11 日在杭州远洋凯宾斯基酒店的住宿和会议预定（以下简称活动）达成协议如下：

#### ROOM ARRANGEMENT 房间安排

Room Type 房型	4月8日	4月9日	4月10日
Twin Room 双床房	5间	69间	137间
Room Rate 房间价格	CNY 650	CNY 650	CNY 650
King Room 大床房	6间（包含4加床）	33间（包含7加床）	43间（包含7加床）
Room Rate 房间价格	CNY 650	CNY 650	CNY 650
Estimate Daily Rooms 预计每日合计	11间	102间	180间

- All rates quoted above in Chinese Yuan (CNY) and in this contract are inclusive of service charges and value-added tax.  
以上均为人民币报价，包含服务费及增值税。
- The special room rates include commission, 8% of room total revenue for guestrooms, the final commission should be refund to original banking account after receive service fapiao.  
以上房价包含佣金，其中客房部分为总房间消费的 8%，最终佣金支付将于团队结账完成并收到服务费（佣金）发票后返回原汇款银行账户。
- The special room rates include **one (1) or two (2)** persons' buffet breakfast(s) served at Kitchen@K All Day Dining Restaurant.  
Additional buffet breakfast will be charged at CNY138 net per person.  
以上房价包含 Kitchen@K 全日餐厅 1 或 2 份早餐，需要额外的早餐需加收人民币 138 元净价/位。
- The rates are special offer for this meeting group, only applied to the members of this group.  
此优惠房价是仅适用于此次所指定的团队入住。
- The use of indoor swimming pool & fitness center inclusive in room rate.  
房费含室内游泳池及健身房使用。
- Wi-Fi inclusive in room rate.  
房费含无线宽带；

#### CHECK-IN & CHECK-OUT TIME 入住及退房时间:

Check-in Time: after 14:00

登记入住: 下午 14: 00 之后

Check-out Time: before 12:00

登记退房: 中午 12: 00 之前

Hotel rooms are generally available for guest check-in after 14:00. For all early check-ins, we strongly recommend that rooms are reserved and paid for the night before in order to guarantee early check-in. Check-out time is 12:00. Guests requiring special consideration for late check-out should make their request when placing reservations. If the Client does not vacate the rooms by the check-out time, then the Hotel may charge 50% of the applicable price for extra use of the room up to 6 pm and the full price from 6 pm.

酒店标准入住时间为下午 14: 00 以后。如需提前入住的，建议您可以支付前一晚全额房费已保证提前入住。离店时间为中午 12: 00 以前。如果客户在退房时间前没有退房，那么酒店可能会收取适用房费的 50%，用于支付下午 6 点之前额外使用房间的费用，并从下午 6 点开始收取全价。

#### ACCOMMODATION NO SHOWS POLICY 住房未到

No shows will result in a late cancellation charge equivalent to the full duration of the first stay.

若此活动住房预订当天未到，酒店有权将其视为预订未到并且收取所预定房晚的第一晚房费。

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**ACCOMMODATION RESERVATION/WASH DOWN POLICY** 客房预留及递减政策

Once the contract is signed, the company may wash down rooms from the group block in writing and will be subject to the following terms:  
如贵公司签订合同后需要取消部分房间, 将遵循以下政策:

DUE DATE 期限	WASH DOWN POLICY 客房递减政策	GUARANTEE ROOM NIGHTS 保证间夜
Between <5 Apr 2021> to <8 Apr 2021> 于 2021 年 4 月 5 日 至 4 月 8 日	Six percent (6%) is allowed without penalty, the organizer should pay the first night room rate for following allowance. 允许减少的房间数在 6% 以内 (包含 6%) , 酒店将不另收取任何费用; 若超出 6%, 酒店将收取超出部分一天房租作为损失费。	275 Room Nights 275 间夜
Within event date 活动当天	Five rooms are allowed without penalty before 12:00pm, the organizer should pay the first night room rate for following allowance. 当天 12 点前允许减少的房间数 5 间, 酒店将不另收取任何费用; 若超出 5 间, 酒店将收取超出部分一天房租作为损失费。	Based on daily actual guarantee room nights 基于每日保底数字

**EVENT SCHEDULE 活动及用餐安排:**

**Assignment of Function Space:** Hotel will provide customer with function space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to function space by notifying customer. If the schedule of the events extends the range of time above, Hotel reserve the rights to reassign the function space or charge the function space utility fees and labor fees.

**宴会场地的安排:** 酒店将根据客户的宴会时间安排, 根据合同的人数以及参与人数, 安排合理的场地。如会议或用餐超过注明时间, 酒店保留对场地的安排权或加收场地使用和劳务费。

Date 日期	Function Description 活动 详述	Start – End Time 起止 时间	Function Space 活动场地	Set Up 场地布置	EXP 预计 人数	GTD 保证 人数	Price 价格
09 Apr 2021 2021年 4月09日	Overnight Set-up 搭建	前场 撤展 - 次日	Ballroom 大宴会厅	Rounds 圆桌	/	/	Include in whole meeting package CNY150,000 Total 包含在总场地包价中 人民币150,000 共计
	Meeting 会议	14:00 - 18:00	Space 1 空间 1	TBC 待定	44	36	Include in whole meeting package 包含在总场地包价中
	Coffee Break 下午茶歇	15:30 - 16:00	Foyer 会议室外走廊	Coffee Station 咖啡台	44	36	CNY78net per person 人民币78元净价/人
	Buffet Dinner 自助晚餐	18:30 - 20:30	Canal Ballroom 运河宴会厅	Buffet Station 自助餐台	60	50	CNY198net per person 人民币198元净价/人
10 Apr 2021 2021年 4月10日	Set-up Rehearsal 搭建 彩排	00:00 - 12:00	Ballroom 大宴会厅	Rounds 圆桌	/	/	Include in whole meeting package 包含在总场地包价中

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Date 日期	Function Description 活动 详述	Start – End Time 起止 时间	Function Space 活动场地	Set Up 场地布置	EXP 预计 人数	GTD 保证 人数	Price 价格
10 Apr 2021 2021年 4月10日	Meeting 会议	08:00 - 12:00	Space 1 空间 1	TBC 待定	44	36	Include in whole meeting package 包含在总场地包价中
	Coffee Break 上午茶歇	11:00 - 11:30	Foyer 会议室外走廊	Coffee Station 咖啡台	44	36	CNY78net per person 人民币78元净价/人
	Buffet Lunch 自助午餐	12:00 - 14:00	Kitchen@K & Canal Ballroom & Space 2 全日餐厅 & 运河宴会厅 & 空间 2	Buffet Station 自助餐台	428	300	CNY178et per person 人民币178元净价/人
	Meeting 会议	14:00 - 18:00	Ballroom 大宴会厅	Classroom 课桌式	428	300	Include in whole meeting package 包含在总场地包价中
	Coffee Break 下午茶歇	15:30 - 16:00	Foyer 会议室外走廊	Coffee Station 咖啡台	428	342	CNY78net per person 人民币78元净价/人
	Dinner 晚宴	18:00 - 20:00	Ballroom 大宴会厅	Rounds 圆桌	428	300	CNY300net per person (Inc. soft drink and two bottle of wine per table) 人民币300元净价/人 (包含软饮 及每桌两瓶红酒)
11 Apr 2021 2021年 4月11日	Meeting 会议	08:00 - 12:00	Ballroom 1 大宴会厅 1	TBC	150	150	Include in whole meeting package 包含在总场地包价中
	Meeting 会议	08:00 - 12:00	Ballroom 3 大宴会厅 3	TBC	150	150	Include in whole meeting package 包含在总场地包价中

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Date 日期	Function Description 活动 详述	Start - End Time 起止 时间	Function Space 活动场地	Set Up 场地布置	EXP 预计 人数	GTD 保证 人数	Price 价格
11 Apr 2021 2021年 4月11日	Coffee Break 上午茶歇	11:00 - 11:30	Foyer 会议室外走廊	Coffee Station 咖啡台	428	342	CNY78net per person 人民币78元净价/人
	Buffet Lunch 自助午餐	12:00 - 14:00	Canal Ballroom 运河宴会厅	Buffet Station 自助餐台	50	50	CNY178net per person (Paid by local office) 人民币178元净价/人 (由本地办公室支付)

- All rates quoted above in Chinese Yuan (CNY) and in this contract are inclusive of service charges and value-added tax.  
以上均为人民币报价，包含服务费及增值税。
- The above rate include commission, 5% of total F&B & meeting rental expense, the final commission should be refund to original banking account after receive service fapiao.  
以上价格包含佣金，餐饮及会场总消费 5%作为佣金支付，最终佣金支付将于团队结账完成并收到服务费（佣金）发票后返回原汇款银行账户。
- Provide the audio system, 2 microphones & 1 podium & 2 flip charts;  
提供会议音响系统，2个麦克风，1个讲台和2个翻页板；
- Provide reception table, paper, pencil and local mineral water;  
提供签到台，纸笔和本地矿泉水；
- Provide LCD guide;  
提供会议室电子指示牌；
- All outside foods and drinks brought by guest (include fruits, refreshments and fast foods etc.) are not allowed.  
谢绝所有客人自带一切外来食品（包含水果、点心和快餐等）进入酒店食用。

#### GUARANTEE ATTENDEES 会议及餐饮保证出席人数：

The Organiser must provide the final minimum guaranteed attendees of each function no later than 5 working days in advance. The final minimum guaranteed attendees must be no less than above listed minimum guaranteed attendance. Guarantees of attendees are not subject to reduction. The Hotel will charge to the Master Account, the total function charges in accordance with the guaranteed attendees or actual attendance, whichever is higher.

主办方须在会议/活动开始前五个工作日，向酒店提供最终保证出席人数(不得低于上述条款之最低保证人数)。确认的最低出席人数不得减少。若实际出席人数多于确认的最低出席人数，酒店将按实际出席人数收费，否则按原确认的最低出席人数收费。

#### TECHNICAL EQUIPMENT, SYSTEMS AND INSTALLATION 技术设备、系统和安装

If the Hotel obtains technical and other equipment from third parties on behalf of the Client at the Client's request it shall act in the name of, on the authority of and for the account of the Client. The Client is responsible for handling the equipment with care and returning it in proper working order. The Client releases the Hotel from any third party claims arising from the provision and operation of the equipment.  
如果酒店应客户要求、代表客户从第三方获得技术和其他设备，酒店应以客户名义行事。客户须负责小心处理设备，并按照正确的工作顺序归还设备。客户免除因设备提供和运行而产生的任何第三方索赔。

Use of the Client's own electrical systems and equipment in the Hotel requires prior written consent from the latter. The Hotel is entitled to invoice a flat-rate charge for its use. The Client is liable for failure of and/or damage to the Hotel's technical equipment that is caused by the use of such electrical systems and equipment unless the Hotel itself is responsible for these failures and/or damage.  
客户在酒店使用自己的电气系统和设备需要得到酒店的事先书面同意。酒店有权对其进行统一收费。客户应对酒店技术设备因电气系统和设备原因而导致的损坏负责，除非酒店本身应对这些故障和/或损坏负责。

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If the Client installs his/her own electrical systems and equipment the Hotel can request that they are inspected by a competent third party agency of the Hotel's own in-house electricians and that the Client submits the technical test certificate to the Hotel immediately and without being prompted.

如果客户安装了自己的电气系统和设备，酒店可以要求一名称职的酒店电工推荐第三方机构对其进行检查，并要求客户无事先通知的情况下，立即向酒店提交技术测试证书。

The entertainment activities, certification, licenses for entertainment and fireworks provided by the Client should be reviewed and approved by the Hotel before starting any event at least three (3) days ahead. Fog machines or flammable decor item or fireworks cannot be used indoors. No signboards nor brochures can be placed in the lobby or public areas, the signboards can only be present inside the banquet room. To prevent damage to fragile fixtures and furniture decor item shall not be attached on to fixed walls, flooring, windows or the ceiling with nails, pushpins staples tapes or the like.

客户提供的娱乐活动、认证活动、娱乐许可证和烟花爆竹应在任何活动开始至少三 (3) 天前得到酒店的审查和批准。室内不能使用制雾机器、易燃物品或烟花。大堂或公共区域不能放置招牌或宣传册，只有宴会厅内才能放置招牌。为了防止损坏易碎的固定装置和家具装饰物品，装饰物不得用钉子、图钉、胶带及类似物料等附着在固定的墙壁、地板、窗户或天花板上。

The Hotel provides internet access to the Client free of charge. The Hotel is solely an intermediary and the Client has no legal entitlement to uninterrupted use and / or any specific data transmission speed of the internet access.

酒店免费为客人提供互联网接入。酒店仅仅只是一个中介机构，客户无权不间断使用和/或对互联网接入有任何特定数据传输速度的要求。

If Client decides to play music during the event, the sound level shall not exceed limits determined by the applicable law and noise regulation during the music and entertainment activities in order to avoid any disturbance to other guests staying at the Hotel. For events organized outdoors, the music and sound levels shall also be below theforesaid limits and limited to the hours determined by the applicable law and the Hotel.

如果客户决定在活动期间播放音乐，在音乐和娱乐活动期间，音量不得超过适用法律和噪音法规确定的限制，以避免对住店的其他客人造成任何干扰。对于在户外组织的活动，音乐和声音水平也应低于上述限制，并限于适用法律和酒店规定的时间。

**LOSS OF OR DAMAGE TO THE CLIENT'S OWN PROPERTY** 客户自身财产的损失或损坏

Decorations provided by the Client must comply with fire safety requirements. The Hotel is entitled to request official evidence of this. If this evidence is not forthcoming the Hotel is entitled to remove at the Client's expense material that has already been brought in.

客户提供的装饰物料必须符合消防安全要求。酒店有权要求提供相关消防安全的官方证明。如果该证明无法提供，酒店有权移除客户已购买的装饰物料。

Exhibits and other objects must be removed immediately at the end of the event.  
必须在活动结束时立即移除展品和其他物品。

The Hotel may remove and arrange for storage materials or object left behind at the Client's expense.  
酒店可能会移除、安排地方储存遗留的材料或物品，费用由客户承担。

**SMOKING FORBIDDANCE** 禁烟提示

According to the related regulations of government policy, smoking is not allowed in ballroom, meeting room, restaurant and public areas of the hotel.

根据政府政策相关条例规定，不允许在酒店公共区域和宴会及会议室内吸烟。

**ESTIMATED REVENUE** 预期消费额：

This contract will generate revenue for hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The estimated revenue is:

根据本协议，酒店的收入来源于不同消费，包括客房，餐饮和辅助服务收费。根据本协议，酒店预期最低营业额为：

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Estimated Guest Room Revenue: (Deduct complimentary room nights) 预计客房收入: (扣除免费房间晚)	CNY 190,450
Estimated Other Revenue (Meeting room rental and Food & Beverage): 预计的其它收入 (会议室场租及餐饮) :	CNY 362,268
Estimated Other Revenue (Buffet Lunch paid by local office): 预计的其它收入 (由本地办公室支付的自助午餐) :	CNY 8,900
<b>Total Revenue:</b> 总收入:	CNY 561,618

**PRICES, PAYMENT 价格、付款**

The Client is obliged to pay the agreed or current price for the rooms provided and for other Hotel services used. This also applies to services provided by and expenses incurred by the Hotel for third parties which have been arranged by the Client. The agreed and current prices include the corresponding statutory value added tax unless expressly agreed otherwise.

客户有义务按约定价格或现行价格, 为其房间和其他酒店服务付费。这也适用于由客户安排的, 酒店为第三方提供的服务和产生的费用。除非另有明确规定, 约定价格和现行价格包含相应的法定增值税。

If there is a period between conclusion of the Contract and the arrival of the Client or the date of the event and the statutory value added tax or if applicable any local taxes and duties increase in this period after the Contract has been concluded, the Hotel reserves the right to increase the agreed prices by the amount the value added tax and/or local taxes have increased.

如果在合同签订后到活动开始前的期间内, 法定增值税和相应适用的地方税增加, 酒店保留按增值税和/或地方税增加的金额增加约定价格的权利。

**DEPOSIT SCHEDULE & MODE OF PAYMENT 预付款以及付款方式:**

PAYMENT 付款	AMOUNT (CNY) 金额 (人民币)	DUE DATE 期限
Initial Deposit 第一笔定金	80% of Estimated total revenue as deposit, CNY442,174 本协议预计总金额的 80%, 即人民币 442,174 元	2021 年 4 月 2 日前 Before 2 April 2021
Final Payment 最终付款	The fully payment needs to be paid 10 working days after the group check out and settle the billing. 最终付款将在团队离店对账完成后 10 个工作日 完成余款付款	The final payment will be subject to the actual consumption amount. 最终付款以实际消费金额为准

For payment transfers to the Kempinski Hotel Hangzhou:

支付转移到杭州远洋凯宾斯基酒店的账户:

Bank Name 银行名称	ICBC Hangzhou Chengbei Branch 中国工商银行股份有限公司杭州城北支行
Bank Address 银行地址	Floor 1 Block B Sino-Ocean International Center, No. 147 Daguang Road, Gongshu District, Hangzhou 杭州市拱墅区大关路 147 号杭州远洋国际中心 B 座 1 层
Bank Account Name (Holder) 银行账户名字 (账户持有人)	Hangzhou Sino-Ocean Xinhe Hotel Real Estate Co., Ltd. Gongshu Branch 杭州远洋新河酒店置业有限公司拱墅分公司
Bank account number (CNY) 银行账号 (人民币)	1202 0527 0990 0114 630
Swift Code 银行代码	ICBKCNBJZJP

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Please advise your remitting bank to include a message to notify the hotel immediately upon receipt of the remittances.

请在收到相应汇款凭证之后，立即通知并发送至酒店。

#### EVENT CANCELLATION POLICY 活动取消条款

Once the contract is signed, if the company cancels this contract in writing within three days and will be subject to the following terms:  
合同签订后，如贵公司需要取消此次活动，需以书面形式向酒店提出，并遵循以下政策：

Number of days prior to the scheduled Event Date 计划的活动日期前天数	Cancellation Charges 取消费
7 days or less prior to scheduled Event Date 计划的活动日期前 7 天或少于 7 天	100% of total will charge as compensation 收取 100%的合同预计总费用

#### GROUPS & EVENTS COVID-19 CLAUSE 新冠疫情期间的团队会议政策

The "Client" being Party responsible for the contract signing and all payment related to the events. The "Hotel" being the designated hotel Party and chosen Kempinski property.

This clause will be applicable in addition to the force majeure clause, if necessary, due to the very specific situations related to any pandemic crisis, like the COVID-19 in 2020 and being eventually not covered by the force majeure clause. The (Covid-19 reason) has to hinder at least 40% of the whole group to attend the event in order for The Client to be able to refer to and initiate the (Covid-19 reason) clause.

Neither Party will be deemed in default of this Contracted Agreement to the extent that performance of its obligations are delayed, reduced or prevented by the "Reason" of communicable disease (Covid-19), due to specific instructions from a related government or internationally approved organization, of which the (Covid-19 reason) could not be foreseen at the time of contracting and there had been no reasonable cause to take action for preventing or mitigating for the (Covid-19 reason). Provided that either Party gives the other Party agreed written notice period and thereof with proof that (Covid-19 reason) is directly affecting the event and or attendees, the following options can be mutually agreed. (1)The Client uses their good faith and all efforts to continue as a smaller event without attrition damages. (2)The Client rebooks the event (with the same or greater value) to a future date within 12 months from the cancellation date subject to mutual approval and without liability, with all group/event costs and paid deposits transferred to the rescheduled date. Point (2) can only be applied on one single occasion, requests for future postponements must be approved by the Hotel, and if no such approval is granted then the existing contracted cancellation terms will be honoured by the Client. (3) The event is cancelled by mutual agreement and as direct only result of (Covid-19 reason). If Point 3 is applied, then the original signed contract cancellation conditions will be eligible at the discretion of the Hotel.

The Hotel shall only accept proof from public and official sources (e.g. medical certificate, official travel restrictions issued by the competent Ministry or institution in the country concerned, WHO, Travelling Company's notification of cancelling of flights, trains, etc.) as authentic.

“客户”作为甲方有责任负责活动合同的签署和全款的支付。“酒店”作为乙方，成为指定的凯宾斯基活动场地。  
鉴于当前非常严峻的流行病危机（如 2020 年的新冠病毒）和不可抗力条款的概括不全，如有必要，此条款适用于不可抗力条款的补充。因新冠病毒的原因已经阻碍了至少 40% 的团队来参会，为此客户应参照和大致了解新冠病毒相关的政策条款。  
由于新冠疫情在合同订立时不可预见并且没有合理措施可以避免或减少不可抗力的影响，本协议的任何一方因相关政府或国际认可的组织发布的传染性疾病（如新冠疫情）文件，导致协议延迟履行、部分履行或不能履行，双方任何一方均不构成违约责任。  
任何一方给予另一方约定的书面通知期限，并证明新冠疫情对活动和/或与会者造成了直接影响，则双方可商定以下选项。

- 1) 客户尽其善意努力在不产生损失的情况下将会议规模缩小进行。
- 2) 会议（以同样规模或更大规模）推迟至自取消日起未来 12 个月内的经双方同意的日期，所有团体成本和已支付的定金将被转移至重新安排的日期。该选项仅适用于一种情形，即推迟至未来的要求必须得到酒店的批准，如果未获得批准，则客户将遵守现有的合同取消条款。
- 3) 经双方同意并仅因新冠原因而取消的活动，则酒店可自行决定是否按原合同取消条款执行。

酒店只接受来自公共渠道和官方消息来源的证明（如医疗证明、有关国家主管部门或机构发布的公务旅行限制、世卫组织、航班或火车取消证明等）作为真实证明。

#### PROVISION OF SECURITY, OFFSETTING 担保条款、索赔

Hotel invoices become due for payment in full immediately on receipt. The Client shall be in default at the latest if he/she does not pay the invoice within 14 days of it being received and becoming payable. If the Client is in arrears, the Hotel is entitled to charge interest on arrears at an amount 5 percentage points above the base interest rate. In dealings with businesses the interest on arrears shall be 8 percentage points above the base rate. The Hotel reserves the right to assert a higher claim.

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酒店就按账单开具发票，并就此要求客户全额付款。若客户在收到发票后 14 天内未付款即构成违约。如果客户拖欠账款，酒店有权按照高于基准利率 5% 的标准收取罚息。在处理商业欠款时罚息应比基本利率高 8%。酒店保留提出更高索赔的权利。

#### GENERAL TERMS AND CONDITIONS 一般条款和条件

Use of Hotel facilities is only possible during the corresponding opening times. The current opening times are displayed at the entrance to the facility. The Hotel reserves the right to change the opening times or partially or fully close facilities, in particular owing to renovation work or hotel events or if their use is not possible or only possible to a limited extent for other reasons.

酒店设施的使用只有在相应的开放时间方可使用。当前开放时间显示在该设施的入口。酒店保留更改开放时间或部分或全部关闭设施的权利，特别是由于翻新工程或酒店活动，或者由于其他原因，无法使用或只能在有限的范围内使用。

#### HOTEL'S RIGHT OF WITHDRAWAL 酒店权利的放弃

The Hotel is furthermore entitled to withdraw from the Contract if:

如遇以下情况，酒店有权取消合同：

A) Force majeure or other circumstances beyond the control of the Hotel make it impossible to perform the Contract;

酒店无法控制的不可抗力或其他情况导致无法履行合同；

B) Rooms were reserved with misleading or false information being provided with regard to the basic circumstances, such as the identity of the Client or the purpose of his/her stay or the event;

预订房间时提供了关于基本信息的误导性或虚假信息情况，如客户身份或其入住或活动目的；

C) The Hotel has a legitimate reason for assuming that the event or the use of the Hotel's services could significantly jeopardize the normal operations of the Hotel, its safety or its public image, without it having to be attributed to the sphere of influence or organization of the Hotel itself;

酒店有合理的理由假设客户活动或其对酒店服务的使用可能会严重危及酒店的正常运营、安全或公众形象，不局限于酒店自身组织及其影响范围；

D) The rooms are sub- or re-let without authorization; or

房间未经批准转租或者重新出租；或者

E) Insolvency proceedings are instituted with respect to the assets of the Client, or insolvency proceedings are dismissed through lack of assets, or a statutory declaration is made, or the Client discontinues payments permanently.

对客户的资产提起破产诉讼程序，或者因缺乏资产而被解散，或者法定声明已做出，或者客户永久停止付款。

The Hotel shall inform the Client immediately in writing that it is exercising this right of withdrawal and if applicable - depending on the seriousness of the breach of duty - shall remind the Client of proper contractual behavior prior to exercising the right of withdrawal.

酒店应立即以书面形式通知客户，酒店正在行使取消权，如果适用，根据违反义务的严重程度，酒店应在行使取消权前事先提醒客户该合法履约行为。

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We trust the content of this contract meets with your kind approval and we are looking forward to welcoming you and your company to Kempinski Hotel Hangzhou. Thank you.  
我们非常荣幸能有机会与贵公司合作，并热忱地欢迎贵公司的客人莅临杭州远洋凯宾斯基酒店！

I have read and I agree to the hotels bookings Terms and Conditions.

我已阅读并同意以上活动安排及预定合同条款。

<b>On Behalf of:</b> Comfort Group (Beijing) MICE Service Co.,Ltd 代表: 康辉集团北京国际会议展览有限公司	<b>Hangzhou Sino-Ocean Xinhe Hotel Real Estate Co., Ltd.</b> <b>Gongshu Branch</b> 杭州远洋新河酒店置业有限公司拱墅分公司
Company Representative 公司代表 <b>Date:</b> 日期	Jack Zhou 周捷 Director of Sales 销售总监 <b>Date:</b> 日期:
	Janet Wen 温黎萍 Executive Assistant Manager to Sales & Marketing 行政助理经理/市场营销 <b>Date:</b> 日期:

*APR 22*  
*Janet*

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