

# THE LANGHAM

## GOLD COAST

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Wednesday, 23 August 2023

Mr Marco Ma  
Account Director  
Comfort International M.I.C.E Service Co., Ltd  
Rui Chen Int'l Plaza  
No 13 Nongzhanquan South Road  
Chaoyang District  
Beijing Beijing 100010  
China

Dear Marco,

Comfort International M.I.C.E Group  
Thursday, 14 – Sunday, 17 September 2023

Thank you for confirming The Langham Gold Coast as the venue for the Comfort International M.I.C.E Group. We look forward to welcoming the delegates to the hotel and working with you on a memorable stay.

To formally secure your booking with us, please sign and return a copy of this contract via email by Thursday, 24 August 2023.

Once a signed contract is received, your professional group reservations coordinator will contact you to assist you with the finer details.

Kind regards,

Kellie Reid  
Sales Manager

P: +61 434 895 501  
E: [kellie.reid@langhamhotels.com](mailto:kellie.reid@langhamhotels.com)



THE LANGHAM  
GOLD COAST

Accommodation Master Agreement

This Agreement is between Comfort International M.I.C.E Service Co., Ltd ("Customer") and AW Trading (Australia) Pty Ltd T/A The Langham, Gold Coast ("Hotel") ABN: 74 627 745 260

|   |  |
|---|--|
| Prepared for (Customer):                | Mr Marco Ma<br>Account Director<br>Comfort International M.I.C.E Service Co., Ltd<br>Rui Chen Int'l Plaza<br>No 13 Nongzhanguan South Road<br>Chaoyang District<br>Beijing Beijing 100010<br>China<br>P: +86 158 0177 8313<br>E: make@cct.cn |
| Prepared by (Hotel):                    | The Langham, Gold Coast<br>Kellie Reid<br>Sales Manager<br>38 Old Burleigh Road<br>Surfers Paradise 4217<br>Australia<br>P: +61 434 895 501<br>E: kellie.reid@langhamhotels.com  |
| <b>ACCOMMODATION DETAILS</b>            |  |
| Dates:                                  | Thursday, 14 – Sunday, 17 September 2023   |
| Group Name:                             | Comfort International M.I.C.E Group  |
| Group Code:                             | HMI150923  |
| Signed Agreement & Initial Deposit Due: | Thursday, 24 August 2023   |



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### Accommodation Requirements

Group Rates: We are delighted to confirm the following group room rates based on your contracted requirements:

| Room Type          | Room Rate   |
|--------------------|---|
| Superior King Room | \$345.00 – including buffet breakfast for one (1) |
| Superior Twin Room | \$380.00 – including buffet breakfast for two (2) |

Group Room Block: This agreement applies to the following held group room block:

| Date                        | Room Type          | Number of Rooms | Total             |
|-----------------------------|--------------------|-----------------|-------------------|
| Thursday, 14 September 2023 | Superior Twin Room | 1               | \$345.00          |
| Friday, 15 September 2023   | Superior King Room | 12              | \$4,140.00        |
|                             | Superior Twin Room | 1               | \$380.00          |
| Saturday, 16 September 2023 | Superior King Room | 12              | \$4,140.00        |
|                             | Superior Twin Room | 1               | \$380.00          |
| <b>TOTAL</b>                |                    | <b>27</b>       | <b>\$9,420.00</b> |

Group Rates Conditions:

- The above Hotel rates are quoted in Australian Dollars and quoted inclusive of 10% Goods & Services Tax (GST). Taxes are subject to change without notice and we reserve the right to increase rates accordingly.
- The above accommodation rates are subject to group terms and conditions, which include deposit requirements on accommodation blocks.
- Accommodation rates are based on a single, double or twin occupancy on a nightly per room basis.
- Rates contracted are only valid for the above dates blocked. Rates will be available three (3) days pre and three (3) days post the stay dates subject to availability at the time of booking. Pre and post stay rates are not available for special event periods. Pre and post rooms are blocked separately and do not contribute to the total room block commitment when determining allowable attrition or cancellation.
- Should additional rooms be required to the contracted room block, rates will be subject to availability.

Breakfast: Additional guests staying with delegates, are entitled to a full buffet breakfast for the above contracted special group price of \$35 per person per day. When provided within the rooming list outlining those rooms that are twin / double occupancy only. Additional guests that have not been advised on the rooming list will be charged on consumption at the retail rate of \$59 per person.

| Value Adds   |
|--|
| One (1) complimentary room for every twenty-five (25) paid rooms up to a maximum of four (4) rooms per night                                       |
| One (1) complimentary upgrade to the next available room type for every twenty-five (25) paid rooms up to a maximum of four (4) upgrades per night |
| Complimentary wireless internet in all guestrooms which can be utilised throughout the entire hotel  |

Cut off Dates: The cut-off date for reserving rooms on the room block is 5pm local time at the hotel thirty (30) days prior to arrival date. Any additional rooms requested after this date will be offered at the hotel's discretion, subject to availability and best available rate. All rooms not utilised will be released from the block and will be subject to cancellation fees in accordance with the terms outlined below.

Rooming List: A rooming list that includes a list of names, arrival and departure dates, along with category of accommodation must be received no later than thirty (30) days prior to arrival.

Commission: Commission will be paid at 10% of the quoted room only rate (excluding breakfast and applicable taxes or rebates) to Comfort International M.I.C.E Service Co., Ltd as agent of record. Agent must be a Professional Conference Organiser or Travel Agent with valid IATA or TIDS number. Commission will only be paid on rooms that are utilised and paid for, no commission will be paid on cancellation fees or attrition damages. If the agent of record changes, no additional commissions will be paid.

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Additional Room Requests: Any rooms in excess of the agreement, or after which time the group block has been reduced in line with the terms and conditions, will be subject to room type availability and are not guaranteed at the group rate. Any increase in rooms shall be bound by the same terms and conditions of this Agreement.

Extra Person: A third adult or rollaway bed (for adult or child), attracts an applicable charge of \$110 per night, inclusive of full buffet breakfast for one (1). Rollaway beds must be requested in advance, with a maximum of one (1) per room. Please note: rollaway bedding is available in selected room categories only.

Room Configuration: Bedding configuration allocation is at the discretion of the Hotel on receipt of the final rooming list.

Check-in / Check-out Times: Check-in time is 15:00 hours on the day of arrival and Check-out time is 11:00 hours on the day of departure.

Room Drops: Room drop requirements must be advised a minimum of fourteen (14) days prior to arrival.

- \$8 per room for generic room drops
- \$10 per room for personalised room drops

### Deposits & Cancellation

Cancellation Policy: Should Customer wish to cancel the accommodation or part thereof, the below cancellation charges are applicable:

| Date Range                                 | Percentage                    | Amount     |
|--|-------------------------------|------------|
| From 29 days or less prior to arrival date | 100% of Total Minimum Revenue | \$9,420.00 |

Regardless of cancellation notice, when accommodation is cancelled, any costs for a third party as agreed by the organiser, which are not refundable to the Hotel or where the contract with the third party cannot be terminated without liability or cost to the Hotel, the Customer will be charged for these costs. Cancellation fees will not be reconsidered regardless of accommodation room occupancy.

Deposit Schedule: A deposit of 100% of the total accommodation value is required and should be forwarded along with this contract complete with signatures within seven (7) days of receipt of this contract.

Full deposit schedule outlined below:

| Deposit                 | Percent Due                          | Scheduled Due Date   | Amount Due       |
|-------------------------|--------------------------------------|--|------------------|
| 1 <sup>st</sup> payment | 100% of the agreed estimated charges | Thursday, 24 August 2023<br>Required to confirm agreement                            | \$9,420.00       |
| 2 <sup>nd</sup> payment | Full prepayment of Hotel Charges     | T September 2023<br>No later than seven (7) days prior to the scheduled arrival date | To be determined |

Should there be changes to accommodation charges in addition to the above, these will be added to the amount due at the scheduled date. At seven (7) days prior to the scheduled arrival date full prepayment of any additional Hotel charges are required.

### Payment Details

Pre-payment: All charges are to be paid in full seven (7) days prior to the arrival date, unless alternative arrangements have been made with the Hotel by way of a credit facility. All approved credit facility invoices are required to be paid in full within seven (7) days following the completion of the stay.

Final Payment: Any incidentals and other charges incurred in the final seven (7) days prior to arrival and during the stay must be settled upon departure from the hotel with a credit card unless credit facilities have been established. If payment is by credit card, the card details must be provided seven (7) days prior to arrival for pre-authorization. If credit is established with the hotel, final payment is required within seven (7) days of receiving the final invoice.

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Credit Card: Service Charge - Credit card payments relating to The Langham, Gold Coast incur a merchant fee (GST inclusive) of 1.5% for Visa/MasterCard/American Express, in addition to the total amount payable. Payments by cash or EFTPOS do not attract transaction fees.

Taxes: A Goods and Services Tax (GST) has been introduced by the Australian Government effective July 1st 2000, and is applicable to all Hotels and all goods and services provided by Hotels. This tax is payable by the guest. All invoices are inclusive of any applicable GST.

### Additional Terms & Conditions

Tentative Booking: To confirm and secure bookings, a deposit and signed contract is due as stated in the contract. If deposit and signed contract are not received by the due date, the hotel reserves the right to release the accommodation for re-sale.

No Show Guests: The hotel will charge full cancellation fees for all guaranteed / confirmed rooms that do not arrive for the dates booked. This "No Show" charge will be charged to the master account or guest's credit card, depending on method of payment specified. No Show rooms will be released for resale at 9am following the arrival date.

Smoking: All rooms are non-smoking. Should guests smoke in their rooms, a cleaning fee of one night's accommodation will be charged based on the group rate for the specific room type utilised.

Residence Rooms: The Jewel Residences managed by Langham rooms will be serviced every two (2) days. The residences Mini Bar menu will be provided in room with items available to order on request.

Blackout Dates: During special event periods group negotiated rates are not applicable including school holidays and public holidays. The hotel does not limit itself to these periods and will specify additional periods at time of contract.

No Party Policy: The hotel has a strict no party policy, additional guests other than those registered in the room, are not permitted to visit and remain in guest rooms.

Surcharge: A surcharge of 15% is applicable to the total food and beverage expenditure occurring on public holidays.

Car Parking: Onsite parking is available as below:\*

- Valet parking: \$60 per vehicle per day
- Self-Parking rates to be advised

\*Car parking rates are subject to change

Delivery & Collection: The Hotel will only accept delivery of goods one (1) working day prior to group arrival and all goods must be collected within two (2) working days of the group departure. All goods are to be delivered to the Hotel Loading Dock (Address: 38 Old Burleigh Road, Surfers Paradise) between 9.00am and 3.00pm Monday to Friday, excluding Public Holidays. The Hotel will not accept responsibility for any items delivered or left for collection outside of these times and periods. In order to ensure that the goods arrive at the appropriate room, please address them to your allocated contact with your group name and date.

Relocation: In the case of overbooking the hotel reserves the right to move accommodation to another hotel of similar quality at no further expense to the Customers rates. If any guest room reservations cannot be accommodated by Hotel, (a.) Hotel will provide accommodations at a comparable Hotel reasonably nearby (b.) One (1) complimentary roundtrip ground transportation between Hotel and the alternate hotel for each day the guest is displaced. (c.) An offer to relocate the displaced guest back to the first available guest room. (d.) Upgraded accommodations at Hotel upon return if availability permits.

Compliance: Customer will be responsible to ensure the orderly behaviour of their guests. The Hotel reserves the right to intervene where it sees fit.



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**Damages:** The Customer accepts full responsibility for any and all damages caused to any rooms reserved or to any part of the Hotel, including Hotel fittings, property or equipment caused by any of their guests or any outside contractors as a consequence of this reservation.

**Indemnification:** The Customer will indemnify the Hotel against any breach of copyright or trademark in the circumstances where the Customer asks the Hotel to produce or display that copyright article or trade mark.

The Customer will indemnify the Hotel at all times against any loss, damage or cost suffered or incurred by the Hotel as a direct or indirect result of a breach by the Customer of any of its obligations under this Agreement (including all costs, claims, damages and legal or other expenses of whatsoever kind which the Hotel may suffer, incur or be held liable to pay in the event of any prosecution, suit or other legal proceeding being brought against the Hotel as a consequence of the use by the Customer of any of the Guest Rooms or Function Space or any of the Hotel's facilities and grounds).

Notwithstanding any contrary provision contained in this Agreement:

- (a) the Hotel will not be responsible for any theft, damage or loss of any personal property of the Customer, its employees, agents, invitees or third party suppliers; and
- (b) the maximum liability of the Hotel to the Customer under or in connection with this Agreement (whether in contract, tort or otherwise) will be limited to the total fees received by the Hotel under this Agreement.

**Indemnification:** The Customer will indemnify the Hotel against any breach of copyright or trademark in the circumstances where the Customer asks the Hotel to produce or display that copyright article or trade mark.

The Customer will indemnify the Hotel at all times against any loss, damage or cost suffered or incurred by the Hotel as a direct or indirect result of a breach by the Customer of any of its obligations under this Agreement (including all costs, claims, damages and legal or other expenses of whatsoever kind which the Hotel may suffer, incur or be held liable to pay in the event of any prosecution, suit or other legal proceeding being brought against the Hotel as a consequence of the use by the Customer of any of the Guest Rooms or Function Space or any of the Hotel's facilities and grounds).

Notwithstanding any contrary provision contained in this Agreement:

- (c) the Hotel will not be responsible for any theft, damage or loss of any personal property of the Customer, its employees, agents, invitees or third party suppliers; and
- (d) the maximum liability of the Hotel to the Customer under or in connection with this Agreement (whether in contract, tort or otherwise) will be limited to the total fees received by the Hotel under this Agreement.

**Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**Force Majeure:** The performance of this Agreement by either party is subject to acts of God, war, government regulations, damage or destruction of the Hotel, outbreaks of disease or pandemics in the country where Hotel is located, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the reasonable control of the parties, making it illegal, or impossible to perform to the terms and conditions contained in this Agreement. This Agreement may, without liability on the parties, be terminated or revised (with the written agreement of both parties) for any of the above reasons by written notice of no less than seven (7) days from one party to the other.

**Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.

**Assignment:** Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

**Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.



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### Acknowledgement

I hereby agree to the above arrangements and to the Hotel's terms and conditions outlined in this agreement and understand that all reservations are subject to receipt of deposits as specified.

Comfort International M.I.C.E Service Co., Ltd

Signature:   
Marco Ma

Account Director

Date: \_\_\_\_\_

AW Trading (Australia) Pty Ltd T/A  
The Langham, Gold Coast

AW Trading (Australia) Pty Ltd T/A  
The Langham, Gold Coast

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Kellie Reid  
Sales Manager

Christie Haworth  
Director of Sales

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please return the signed acknowledgement copy of the document via email prior to **Thursday, 24 August 2023**.

If the acknowledgement copy is not received by this date, the Hotel reserves the right to release all accommodation rooms held. Any alterations to the arrangements detailed in this document must be discussed, agreed upon and documented in writing by the Hotel.