



CONRAD

HANGZHOU

杭州康莱德酒店

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

CONFERENCE AND AGREEMENT

康辉集团北京国际会议展览有限公司

会议与活动协议



杭州康莱德酒店地处杭州市钱江新城新业路，将钱塘江的壮阔以及西湖的柔情尽收眼底。信步可至杭州市政府中心，企业集群和各大购物中心，地理位置优越。各类豪华客房时尚大气，可纵观城市美景，让宾客尽享舒适。这里拥有风格迥异的餐厅为您带来难忘的美食之旅。杭州康莱德酒店拥有 1,604 平方米的灵活宴会活动空间，是举办企业活动，私人派对及婚礼宴会的理想场所。一个大宴会厅和 8 间多功能会议室，其中大宴会厅面积达 800 平方米，为各类社交活动提供先进的会议宴会设施与悉心个性化的服务。



BETWEEN 协议方:

Raffles City (Hangzhou) Real Estate Development Co. Ltd Branch Number 2
Conrad Hangzhou (hereinafter referred to as "Hotel")
来福士（杭州）房地产开发有限公司第二分公司
杭州康莱德酒店（以下简称“酒店”）

Address 地址: No. 228 Xinye Road, Shangcheng District, Hangzhou, Zhejiang, China
中国浙江省杭州市上城区新业路 228 号
Contact Person 联系人: Klein Cheng 程琳轩
Phone 电话: +86 159 4133 1104
Email 邮箱: Klein.cheng@Conradhotels.com

And 和,

Comfort International M.I.C.E. Service Co., Ltd.(Hereinafter referred to as "the Company")
康辉集团北京国际会议展览有限公司，（下称“公司”）

Address 地址: 北京市朝阳区农展馆南路13号瑞辰国际中心15层1510室
Contact Person 联系人: 仲嵒女士
Phone 电话: +86 139 1019 3620



HANGZHOU
杭州康莱德酒店

Dear Ms Zhong

尊敬的仲女士,

We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

我方很高兴为贵方的活动保留以下住宿和安排。请审阅下述详细信息, 以确保其准确地反映了贵方的要求:

Meeting, Food and Beverage Services

会议和餐饮服务

Date 日期	Time 时间	Function Name 活动名称	Venue 场地	Setup 布置	Guaranteed NO. 担保人数	Price CNY 价格\人民币
2024/10/24 2024 年 10 月 24 日	11:30- 12:30	Lunch Boxed 商务午餐	10F Blue Willow 10 层 与澜餐厅	Existing Setup 现有摆台	15pax 15 人	CNY198net/person 人民币198元净价/人
	13:00- 17:30	Meeting 会议	10F Song Lan Room 10 层 蓉蓝厅	Classroom 课桌式	10pax 10 人	CNY 7,000net/half day 人民币7,000元净价/半天
	15:00- 15:30	Coffee Break 茶歇	10F Song Lan Foyer 10 层 蓉蓝前厅	Standing 站立式	10pax 10 人	CNY 118net/person 人民币118元净价/人

Rate is inclusive of 10% service charge and 6% VAT.

以上价格已包含 10%服务费和在此基础上的 6%的增值税。

The Hotel will reserve function space and food and beverage services according to the program outlined above. Any requests for extensions beyond the above meeting and banquet times are subject to the availability of hotel space. 酒店将根据以上方案保留活动场地和餐饮服务。凡超出上述会议及宴会时间的延时要求, 需视酒店场地情况而定。

Comfort International M.I.C.E. Service Co.,Ltd.company's representatives to assist in detailed planning and preparations for the catered functions. All details of the catered functions are to be finalized a minimum of 2 weeks prior to the Event.

活动前 7 天, 酒店会议和餐饮服务部将联系康辉集团北京国际会议展览有限公司 公司的负责人, 协助即将承办的活动包括各种细节的策划和筹备工作。所有餐饮服务安排计划将在活动前至少 2 周内完成。具体搭建时间提前三天通知。

The final minimum guaranteed attendance must be no less than the above listed minimum guaranteed attendance. Hotel agrees to set 5% over the guaranteed attendance for banquets and to indicate on each food and beverage invoice the number served as well as the number guaranteed. Guarantees of attendance are not subject to reduction. The Hotel will charge to the Master Account, the total function charges in accordance with the guaranteed attendance or actual attendance served, whichever is higher.

酒店将根据协议规定的保证人数准备宴会食品并提供百分之五(5%) 的上浮备餐。确认的保证出席人数将不得减少, 最终费用将按保证用餐人数收取; 如有超出保证用餐人数, 按实际人数结算费用。

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HANGZHOU
杭州康莱德酒店

活动物品运送

对活动物品的运送（包括装饰和展览物品）酒店方不承担责任，假如要托运物品到酒店方，货运物品地址

请写如下：

杭州康莱德酒店商务发展部转程琳轩销售经理收
中国浙江省杭州市上城区新业路 228 号，邮编:310016

友情提醒：早于活动开始前 3 天的包裹及相关物品，本酒店概不接收。

All on-site food and beverage arrangements will be made through the Hotel. Only food and beverage served from the Hotel may be served on Hotel property.

活动期间，所有食品及饮品将由酒店负责准备及提供服务。

Event Planner Bonus Program 活动策划人奖励计划

The designated "Event Planner" eligible to receive the Event Planner Bonus for this Event is 【ZHONG LAN】.

The Event Planner's Hilton Honors Account Number 【170699737】.

活动策划人的希尔顿荣誉客会账号为【170699737】。

Eligible revenue for the Event Planner Bonus Programme will include list all revenue eligible such as bedroom revenue, food and beverage revenue.

符合要求的活动策划人奖励计划花费包括场租花费和餐饮花费。

For this Event, the Event Planner will earn one Hilton Honors bonus point for every eligible one U.S. Dollar. Event Planner Points can be awarded on up to \$100,000 USD of business (no point maximum).

在本活动中，活动策划人每合格消费一美元将获得 1 个希尔顿荣誉客会奖励积分。奖励积分以 10 万美金消费为上限。

Breakdown of Total Anticipated Consumption

预期总花费明细

Summary of Total Anticipated Revenue for this Event 本活动的预期总花费摘要	
Total Anticipated F&B Revenue (or) 餐费预期总花费	CNY 4,150 人民币 4,150 元
Total Anticipated rental Revenue (or) 场租预期总花费	CNY 7,000 人民币 7,000 元
Total Anticipated Revenue, including 10% service charge and 6% VAT (applicable government taxes included). 预期总花费，包含 10%服务费和 6%增值税	CNY 11,150 人民币 11,150 元

All the consumption of **Comfort International M.I.C.E. Service Co.,Ltd.** at Conrad Hangzhou (Including but not limited to the provisions of this contract) after being signed by your authorized signatory shall be deemed to **Comfort International M.I.C.E. Service Co.,Ltd.**

's total actually amount payable to the hotel.

以上为康辉集团北京国际会议展览有限公司 在杭州康莱德酒店的所有预计消费内容（包括但不限于本协议的约定）经贵公司授权签字人 仲嵒女士 签署后即视为康辉集团北京国际会议展览有限公司 实际应支付给酒店的全部账款。



Payment Procedure

付款程序

Comfort International M.I.C.E. Service Co.,Ltd.must adhere to the following Deposit schedule or all commitments may be released at the option of the Hotel. Provided Premium Company meets its obligations under this Agreement, the Deposit will be deducted from the final billed amount. The Deposit is non-refundable except in the case of force majeure.

康辉集团北京国际会议展览有限公司 必须遵循以下押金表。鉴于贵公司履行其在本协议项下的义务，押金将从最终账单金额中扣除。除非出现不可抗力因素，否则押金不可退还。

Please make the following payments to the Hotel according to the schedule set below:

贵方请应按下列时间支付如下预付款项:

Payment Schedule 付款期	Group Function 付款内容
10/22/2024	100% of total charges, which is CNY 11,150
2024 年 10 月 22 日	活动费用的百分之百 (100%), 即人民币 11,150 元
10/24/2024	All expenses will be settled upon group check out
2024 年 10 月 24 日	所有活动费用团队离店前一次性结清

Payment Instructions

付款指示

Payments can be made either by major credit card as per the Standard Terms and Conditions (see Terms of Payment),
付款按照标准条款和条件的规定以主要信用卡支付 (参见支付条款),

Or by Bank Transfer to the following details:

或通过银行转账的方式支付至以下账户:

Sort Code: 银行代码:	Raffles City (Hangzhou) Real Estate Development Co., Ltd Branch Number 2 来福士 (杭州) 房地产开发有限公司第二分公司
Account Number: 账户号码:	359775861475
Bank / Branch Name: 银行 / 分行名称:	Bank of China Hangzhou Qingtai Branch 中国银行杭州清泰支行
Address of Bank: 银行地址:	NO. 13 Hanghai Road, Jianggan District, Hangzhou 杭州市江干区杭海路 13 号

If overseas payment is to be made through a Third Party bank transfer, please indicate the complete Bank Account Name of the company paying.

如需第三方境外转账, 请务必注明付款公司的银行账户名全称。

Risk Alert in the contract terms: "To protect your interests, please ensure all payments for your hotel consumptions, deposit or any other payments are made to the account(s) expressly agreed in this Agreement or the account designated by Hotel. Hotel shall be indemnified from any payments erroneously made to the other account(s)."

在合同条款中风险提示: 为确保您的资金安全, 请将您的消费款项或预付款, 通过酒店官方指定的付款渠道支付到酒店账户, 其他非酒店官方指定的支付渠道, 酒店将对资金安全不予负责。



Cancellation Fee

整体取消赔偿金

Date of Hotel's Receipt of Cancellation Notice 酒店收到取消通知的日期	Percentage of Total Anticipated Revenue Owed 相当于应付预期总花费的百分比	Amount of Cancellation Damages Owed, 应付取消赔偿金金额
Cancellation between date of signing and the first day of the event (signing day or more prior to the Arrival Date): 取消发生于本协议签署日和活动首日之间:	99% of the total estimated revenues of group reserved 此次活动预计总消费的 99% 金额	CNY 11,038.50 人民币 11,038.50

Payment of Cancellation Fee 支付取消费

In the case of cancellation, the Cancellation Fee is payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by **Comfort International M.I.C.E. Service Co.,Ltd.** will be applied against the Cancellation Fee owing.

在取消的情况下, 取消费应在取消日后 30 天内支付, 此后取消费将生成利息, 利率为每月 1.5% (每年 18%) 直到付清, 除非利率超过适用法律允许的最大利率, 在这种情况下, 适用最大利率。康辉集团北京国际会议展览有限公司 支付的押金将用于抵消所欠取消费。

Cancellation for Cause 有理由的取消

In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances:

在适用法律赋予我方的任何其他法律权利和救济之外, 我方亦可以在下列任一情况下取消贵方活动和终止本协议, 而无须承担任何责任:

If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

如果我方发现贵方的财务状况恶化, 而令我方合理地认为贵方可能无法履行本协议规定项下贵方的明确义务。

If advance payments or deposits are not paid on a timely basis.

如果预付款或押金未及时支付。

If you, or any of your employees, agents, subcontractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of the Hotel or Hilton Worldwide.

如果贵方、或任何贵方的雇员、代理人、分包商或管理人员存在任何非法行为或其行事可能对酒店或 Hilton Worldwide 的声誉造成不利影响。

For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in the preceding clause.

如果我方出于其它原因而合理地认为我方为遵守适用的法律法规项下的义务而必须终止协议, 包括 (但不限于) 贵方成为前一条款中规定的任何受限方名单中的主体或实体。



CANCELLATION AND PERFORMANCE POLICIES 取消和履约政策

The rates and concessions offered by us in the Event Agreement are based in part upon the total revenue anticipated by us from your agreement to use and pay for the bedrooms, meeting rooms and functions as listed in the Event Agreement. You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you.

活动协议中我方提供的报价和优惠是部分地基于我方预期贵方同意使用并支付活动协议所列的房间、会议室和功能区将产生的总花费。贵方保证贵方的活动将达到预期总花费。贵方同意并了解,如果贵方整体取消预订或未完全履约,我方将失去将贵方未使用的设施单独地或作为另一区域之组成部分提供给其他方的机会,且我方在试图将已出售给贵方的存量客房进行重新出售的过程中将产生额外的开支。

As our actual damages would be difficult to determine, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for full cancellation or lack of performance as described in the following clauses. The parties agree that the liquidated damages clauses provided for in this agreement are a reasonable effort by the parties to agree in advance on the damages that we will suffer due to full cancellation or lack of performance.

由于我方的实际损失难以确定,贵方同意就下述条款所述的整体取消或未完全履约向我方支付合理的违约赔偿金外加适用的全国税和地方税。双方同意,本协议所规定的违约赔偿金条款是经双方合理努力而事先商定的因整体取消或未完全履约我方将遭受的损害。

Full Cancellation 整体取消

Should you cancel your Event for any reason, including changing your meeting/function site to another hotel, then at the same time that you deliver your notice of cancellation to us, you also agree to pay us the applicable full cancellation damages, plus applicable national and local taxes. The full cancellation damages represent a percentage of the Total Anticipated Revenue for your Event, and the applicable payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation damages applicable for your Event is set forth in the Event Agreement.

如果贵方因任何原因取消活动,包括将贵方会议/活动的场址变更至另一家酒店,在贵方向我方发送取消通知的同时,贵方亦同意向我方支付适用的整体取消赔偿金外加适用的全国税和地方税。整体取消赔偿金占贵方活动预期总花费的一定比例,该适用的金额基于我方收到贵方取消通知的日期而决定。活动协议规定了适用于贵方活动的整体取消赔偿金之具体安排。

All notices of cancellation must be in writing and will take effect from the date of our receipt of both your notice and the applicable cancellation damages. We may, in our sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages being owed.

所有的取消通知必须以书面形式作出,并且在我方收到贵方的通知和适用的取消赔偿金之日起生效。我方可以自行决定贵方的取消通知无效,从而可不取消客房预订直至收到适用的取消赔偿金付款;因此延迟付款可能导致应付更高金额的取消赔偿金。

Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus applicable national and local taxes. We will subtract advance payments and deposits previously paid by you to us.



如果贵方希望确认适用的取消赔偿金的准确计算方式，贵方可以联系我方并要求我方准备一份说明，详细列明适用的取消赔偿金外加适用的全国税和地方税。我方将扣除任何贵方之前向我方支付的任何预付款和押金。

In addition to the full cancellation damages due under this clause, you must reimburse us for any expenditure incurred by us in respect of any cancelled booking, including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of our own arrangements with third parties in relation to your cancelled Event.

除根据本条款应支付的整体取消赔偿金外，贵方必须补偿我方就任何取消预订而产生的任何费用，包括（但不限于）我方必须就已取消的贵方活动相应取消我方与第三方的相关安排而产生的任何支出、费用或罚金。

Performance/Reduction In Numbers 履约/间数减少

Prior to your Event, we may review the number of requests for bedroom assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, we reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments.

在贵方活动之前，我方可以审查贵方参加人员已提出的客房分配要求数量，以便对贵方在本协议下的义务和贵方的实际可能履约情况予以比较。在贵方活动前，如审查结果显示实际参加人数将少于我方基于贵方预留区所预计的参加人数，我方保留根据贵方参加人员的客房分配要求所显示的贵方场地需求缩减而相应分配替代会议/功能区的权利。

At least 3 business days prior to the Arrival Date, you must notify us of your final number of attendees that will be attending your Event functions.

在入住日前至少 3 个营业日，贵方必须通知我方将出席贵方活动的参加人员之最终人数。

If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in F&B functions or otherwise, you agree to pay to us reasonable liquidated damages ("Performance Damages"), plus applicable national and local taxes, for your lack of performance. The performance damages applicable to your Event are set forth in the Event Agreement.

如果活动已举办，但我方就贵方的活动未能实现预期总花费（无论是由于贵方会议规模的缩减、参加人数的减少、餐饮服务的变化或其他原因造成的），贵方同意就其未完全履约向我方支付合理的违约赔偿金（“履约赔偿金”）外加适用的全国税和地方税。活动协议规定了适用于贵方活动的履约赔偿金。

We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

我方将从贵方应支付给我方的履约赔偿金中扣除所有已单独收取且不可退还的押金、所有已收取的提前退房费以及贵方之前支付给我方的所有预付款和押金。

ADDITIONAL SPEND 额外花费

You shall pay us for any F&B and other services not expressly set out in the Event Agreement or the Schedule of Events (if applicable) but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those attendees who you consider to be authorised to sanction additional spend at the Event over and above the contracted amounts ("Attendees"). All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your Attendees to be checked and signed on a daily basis.



贵方应向我方支付任何餐饮费用和其他未在活动协议或活动附录（如适用）中明确规定但在活动期间应贵方要求或代表贵方提供的服务费用。就贵方视为获得授权批准活动中超出合同金额之额外花费的与会人员，贵方将在入住日或入住日之前向我方书面确认该等与会人员（“与会人员”）的姓名。我方对额外花费（会议室租金、视听设备费、挂图设施费、餐饮服务费和其他或有费用）的所有记录将按日呈报贵方上述任一位与会人员进行核对并签字。

CONDUCT OF EVENT 活动中的行为

To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our Hotel premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.

在适用法律允许的最大范围内，贵方对参加贵方活动的所有人员的行为，以及对在贵方活动期间贵方的雇员、临时工、代理人、承包商、分包商以及活动的参加人员对我方酒店场地的任何部分造成的损失和/或任何损坏承担全部责任。

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. We reserve the right to end your Event functions immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

为了人身和财产的安全，酒店室内不得使用焰火或燃烧装置。贵方亦同意贵方的活动不会对其他客人或会议产生任何不合理的干扰，例如过量的噪音、烟尘或烟雾机、干冰、彩炮、蜡烛、薰香或任何可产生令人不悦气味的活动。如果贵方未遵守我方合理的要求减少或消除任何该等干扰，我方保留立即终止贵方活动的权利，在此情况下，贵方仍然有责任支付与贵方活动相关的所有约定费用，且我方将不会向贵方返还任何费用。

OUTSIDE FOOD AND BEVERAGE 外带食品饮料

You may not bring any outside food or drink into our Hotel for use during your functions/meetings, unless agreed by us in writing and in advance of the Event.

除非在活动前经我方书面同意，在贵方活动/会议期间贵方不得将任何外部食品或饮料带入我方酒店食用。

Anti Food Waste 反食品浪费条款

Hotel advocates thrift and civilized consumptions and expect all our consumers to adopt the same in order to prevent and reduce food waste. Before entering into this Agreement, you represent that you have been made aware by Hotel regarding the national call for avoiding the food waste, and you agreed that:

酒店倡行节约、主张文明消费，并请消费者在本酒店消费时应防止食品浪费。在本协议签订之前，酒店已经提醒贵方有关国家减少食品浪费的号召，且贵方已经同意：

You will arrange the amount of consumed foods and the form of dining in a thrifty manner according to the actual consumption needs. You shall make sure that the amount of ordered foods, beverage or the like in any other means is reasonably compatible with the number of participants in your event. You are obligated to instruct participants to have meals in a civilized and healthy manner, and also remind all the participants to prevent wasting foods and/or beverages.



贵方应根据实际情况，节俭安排用餐数量和形式。贵方应做到所订购的食品、饮料或任何其他形式的餐饮数量与宴请或会议参加者的数量合理匹配。贵方应引导参加者文明健康用餐，并应对所有参加者尽到防止食品和/或饮料浪费的提示义务。

If the amount of foods, beverage or the like in any other means ordered by you exceeds reasonable needs of consumption for the participants in banquet or conference event, you will be required to handle the rest foods in manner that does not violate anti-food waste laws and regulations. Hotel may provide you packaging services for you to take away the rest foods, but you will bear the expenses and costs may be incurred other than packaging services (such as package cost required in the applicable hotel policy). You are aware that packaging and taking away food or beverage will cause the change of storage condition, and such change might cause potential food safety risk. You agree that Hotel is not liable for consuming packaged and take-away food or beverage.

若贵方所订购的食品、饮料或任何其他形式的餐饮数量超出宴请或会议参加者的合理消费范围，贵方自行处理剩余食品且处理方式应符合反食品浪费的法律法规。酒店将提供打包服务以供贵方带走剩余食品，但贵方应承担除打包服务之外的另行发生的费用和成本（如根据适用的酒店政策应收取的打包餐盒费用）。贵方知悉打包带走剩余食品或饮料会导致储存条件产生变化，并可能因此而产生食品安全隐患，故贵方同意酒店无需对食用打包带走的食品或饮料承担任何责任。

You hereby confirm that at the time of executing this Agreement, Hotel remind you to prevent wasting foods and explained the anti-food waste laws and regulations in details, and therefore, you have fully understood this clause and agreed to comply with this clause.

贵方现确认在签订本协议时，酒店已对贵方尽到防止食品浪费的提醒义务，且已向贵方详细解释了本反食品浪费条款，贵方也已完全理解本条款并同意遵守本条款的约定。

Compliance with Laws 遵守法律

You agree to comply with all the People's Republic of China (exclusive Hong Kong, Macao and Taiwan) applicable laws and regulations, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations. In case of doubt with respect to fire regulations, we may require that you obtain at your expense a certificate of compliance from the local fire authorities.

贵方同意遵守中华人民共和国（不含港、澳、台地区）所有适用的法律法规，包括但不限于健康和安全法规、反恐、反腐败、反洗钱的法律法规和消防法规。贵方同意与我方以及任何有关政府部门合作以确保遵守该等法律法规。如果对消防管制方面存有疑问，我方可以要求贵方自费从当地消防部门获得消防合规证明。

Given that Hilton Worldwide is headquartered in the United States of America, hotels operating under the Hilton Worldwide portfolio of brands are legally restricted from conducting business with any persons or entities that are designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), since such hotels and Hilton Worldwide could be determined to have derived income, directly or indirectly, from any such prohibited business activities. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. Accordingly, you represent and warrant that you are currently not on the OFAC List, nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your Arrival Date, then you must notify us immediately.



鉴于 Hilton Worldwide 总部设于美国，其法律限制 Hilton Worldwide 品牌旗下经营的酒店与任何在美国财政部海外资产控制办公室 (OFAC) 特别指定国民和其他受封锁人士 (包括恐怖分子和毒品走私犯) (“OFAC 名单”) 中指定的主体或实体开展业务，因为该等酒店和 Hilton Worldwide 的收入可能被认定为直接或间接地来源于任何该等被禁止的业务活动。OFAC 名单请登录 <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> 查询。因此，贵方陈述并保证贵方目前不属于 OFAC 名单中的主体或实体，也不属于任何类似受限名单 (包括其它政府根据适用的联合国、区域或国家贸易或财政制裁规定的名单) 中的主体或实体。如果贵方在贵方入住日前成为任何该等受限名单上的主体或实体，贵方必须立即通知我方。

The group of which [the Landlord/ Company /Hotel] forms part is committed to conducting its business in an ethical manner and expects all its employees and parties with which it has a contractual relationship to conduct themselves with high ethical standards and to comply with applicable laws for the suppression of corrupt practices ("Anti-Corruption Laws").

【酒店】作为【凯德集团成员】致力于以商业道德为原则经营业务，并要求所有酒店雇员和与酒店有合同关系的当事人以高标准商业道德规范约束自身，及遵守适用的禁止腐败行为的法律 (“反腐败法律”)。

The [Client/Contractor/Tenant] represents and warrants that, to the best of its knowledge, neither it nor any person who (by reference to all relevant circumstances) performs services or acts for or on behalf of the [Client/Contractor/Tenant] in any capacity (including, without limitation, employees, agents, related corporations and subcontractors) ("Representatives") has contravened, or procured or encouraged third parties (including, for the avoidance of doubt, the employees of or any person acting on [Landlord/ Company /Hotel]'s behalf) to contravene, any Anti-Corruption Laws in connection with the [Contract].

客户陈述并保证，尽其所知，无论其本身或以任何身份代理 / 代表客户履行本合同或行事之人 (包括但不限于客户之雇员、代理人、关联公司和分包商) (统称为 “客户代表”)，均未违反，亦未促使或鼓励第三方 (为免歧义，包括酒店雇员或任何代理 / 代表酒店行事之人) 就本协议或所涉事宜违反任何反腐败法律。

The [Client/Contractor/Tenant] shall immediately notify [Landlord/ Company /Hotel] if any person employed by [Landlord/ Company /Hotel] or acting on [Landlord/ Company /Hotel]'s behalf or any of the [Client/Contractor/Tenant]'s Representatives, has contravened or attempted to contravene any Anti-Corruption Laws in connection with the [Contract], and shall take adequate steps to protect the interests of both the [Client/Contractor/Tenant] and [Landlord/ Company /Hotel]. All notices to [Landlord/ Company /Hotel] in this regard should be sent to the Head of Group Internal Audit of CapitaLand Limited at the following email address [Whistleblowing.ACChair@capitaland.com].

如任何酒店雇员或代理 / 代表酒店行事之人或任何客户代表就本协议或所涉事宜已违反或试图违反任何反腐败法律，客户应立即通知酒店，并采取足够措施保护客户和酒店双方的利益。所有此类通知应按以下邮箱地址发送至凯德集团内部审计负责人：【 Whistleblowing.ACChair@capitaland.com 】。

[Landlord/ Company /Hotel] shall be entitled to terminate the [Contract] forthwith if the [Client/Contractor/Tenant] or any of its Representatives has contravened or attempted to contravene any Anti-Corruption Laws, whether in connection with the [Contract] or otherwise. Such termination shall be without prejudice to [Landlord/ Company /Hotel]'s other rights and remedies whether under the [Contract] or otherwise.

如客户或任何客户代表已违反或试图违反任何反腐败法律，无论该等违法行为是否与本协议有关，酒店有权立即终止本协议。此情形下本协议的终止不影响酒店基于本协议或其他权源所享有的其他权利及救济。



Indemnification 赔偿

To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the Hotel against any and all claims, liability, losses or damages to persons or property, governmental charges or fines, penalties, costs, legal costs, professional and other expenses of any nature whatsoever (collectively, "Claim(s)") incurred or suffered by the Hotel Indemnified Parties, arising out of or in any way connected with your Event, including, but not limited to, Claims arising out of the negligence or willful misconduct of your employees, agents, contractors, and attendees; *provided, however,* that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence or willful misconduct of the Hotel Indemnified Parties.

在法律所允许的最大范围内，对于酒店就酒店受偿方发生的或遭受的、由贵方活动引发或以任何形式与之相关的任何一切人身或财产相关的主张、责任、损失、损害以及政府费用或罚款、处罚、支出、法律费用、专业人员费用和其他任何性质的费用（合称“索赔”）（包括但不限于因贵方的雇员、代理人、承包商以及参加人员的重大过失或故意不当行为导致的索赔），贵方始终就该等索赔向酒店受偿方承担责任、进行赔偿、为其抗辩并使其免受损害；但是，根据本赔偿条款贵方并无义务承担由于酒店受偿方单方面重大过失或故意不当行为导致的该部分索赔。

Insurance 保险

You will obtain and keep in force the appropriate insurance protecting you by providing coverage reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.

对于贵方活动产生的或与之相关的所有行为，贵方将购买与该等行为合理匹配的适当保险并使其保持有效，包括但不限于承保范围涵盖公众责任和财产损失的保险。贵方同意依照要求向我方提供该等保险的证明或凭证。

Please note that obtaining and maintaining appropriate insurance that affords these types of protections should be a benefit to you, as an appropriate insurance policy should provide coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage, for instance. 请注意购买并维持适当保险可以保护贵方，该等保险通过向酒店支付贵方活动期间酒店发生的损害为贵方承保，否则将需要由贵方根据赔偿条款向酒店支付该等损害。仅供参考，单一事件保险（有时也称为“私人事件保险”或“特殊事件保险”）可以以合理的价格购买，包括从有信誉的在线保险提供商处购买。购买单一事件保险时，贵方应选择公众责任险和财产损失险。

You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property. 贵方可以自行选择购买承保贵方私有财产（包括装饰、特殊物品及其他财产）的保险。我方未就贵方财产的损害或损失购买保险，并且在适用法律允许的最大范围内，我方对于贵方财产的任何损害或损失不承担责任。贵方接受上述财产的投保责任。



Limit of Liability 责任限制

Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.

本协议的任何条款并不旨在作为且不得被视为任何一方试图排除或限制其在适用法律项下不能被排除或限制的责任，包括但不限于任何一方对其自身过失造成的人身伤害所负有的责任或对其自身欺诈或错误陈述所负有的责任。

Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in the Event Agreement.

尽管本协议存在任何其他条款，受限于适用法律法规的规定，我方由本协议引发或与之相关的总责任（无论是由于违约、违反保证或承诺或任何赔偿项下的约定、由于侵权、过失或其他原因造成）在任何时候均不得超过本活动协议规定的预期总花费。

Outside Contractors 外部承包商

Should you elect to utilise outside contractors or subcontractors on our Hotel premises during your Event, you must notify us of your intention to use such providers at least 30 calendar days before your Arrival Date.

如果贵方决定于贵方活动期间在我方酒店场所使用外部承包商或分包商，贵方必须在贵方入住日前至少 30 个公历日通知我方关于贵方使用该等服务提供者的计划。

Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Hotel premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

贵方的外部承包商必须遵守我方的合理规则（包括但不限于健康和安全规定及规则）。如果外部承包商未能遵守我方的规定或适用的法律法规，我方保留自行决定要求任何外部承包商撤出我方酒店场地的权利。

In our sole discretion, we may require that your outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises.

我方可以自行决定要求贵方的外部承包商签署使我方免受损害的赔偿和保险协议（该等协议采用酒店目前使用的针对类似外部承包商的格式）及在外部承包商被准许在我方酒店场地提供服务之前，提供我方可接受保险金额的保险证明（保险金额和险种可由我方根据外部承包商将提供的服务类型自行决定）。

We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the Hotel and you will be responsible for all associated costs.

我方保留根据贵方的具体需求收取附加费的权利，包括但不限于因视听设备和电力要求、悬挂横幅、制作标识以及调整电压产生的劳务附加费。如果贵方需要为贵方的活动提供任何操作服务，所有该等服务必须由酒店内部的视听设备服务提供者进行安排，贵方将承担所有的相关费用。



Security 安全

If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with the People's Republic of China (exclusive Hong Kong, Macao and Taiwan) laws applicable to such security personnel.

如果由于贵方活动的规模和/或性质需维持充分的安全措施而我方自行认为有此必要，则贵方应自费提供保安人员，该等保安人员应由在我方所在地区开展业务的知名合格保安机构提供，且该等保安机构须经我方事先批准。该等保安人员不得携带武器且应遵守适用于该等保安人员的中华人民共和国（不含港、澳、台地区）法律。

In our sole discretion, we may require that your security agency sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Hotel premises.

我可以自行决定要求贵方的保安机构签署使我方免受损害的赔偿和保险协议（该等协议采用酒店目前使用的针对保安机构的格式），及在保安人员被准许在我方酒店场地提供服务之前，提供我方可接受保险金额的保险证明。

Promotional Consideration 宣传事宜

We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, including, but not limited to: Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Hampton Inn & Suites, Home2 Suites By Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

我方保留审阅并批准与贵方活动相关且具体提及酒店名称或属于 Hilton Worldwide 下属实体所有的名称或标识（包括但不限于：Hilton (希尔顿)、Hilton Hotels & Resorts (希尔顿酒店及度假村)、Conrad Hotels & Resorts (康莱德酒店及度假村)、Waldorf Astoria Hotels & Resorts (华尔道夫酒店及度假村)、Embassy Suites (希尔顿安泊套房酒店)、DoubleTree by Hilton (希尔顿逸林酒店及度假村)、Hilton Garden Inn (希尔顿花园酒店)、Hampton Inn (希尔顿欢朋酒店)、Hampton Inn & Suites (希尔顿欢朋酒店及套房酒店)、Home2 Suites by Hilton (希尔顿欣庭套房酒店)、Homewood Suites by Hilton (希尔顿欣庭套房酒店)，以及 Hilton Grand Vacations (希尔顿分时度假俱乐部)）的任何广告或宣传资料的权利。就为我方酒店举行的团体会议/活动提供服务的第三方服务提供者，贵方同意我方可以与其共享贵方活动和策划人的信息（包括视听设备服务方、装潢商、花商以及其他服务方）。

IMPOSSIBILITY 履行不能

Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Hotel is located, or terrorist attacks in the city in which the Hotel is located) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

如果由于超出一方合理控制的情形（包括但不限于自然力、政府行为、酒店所在国发生正式宣告的战争或酒店所在城市发生恐怖袭击）造成我方举办活动成为非法或我方无法举办活动，任何一方均无须对因此未能履行本协议负责。受影响的一方在任何该等事件发生起十（10）日内向另一方发出书面通知即可终止本协议而无须承担责任。



Event is properly cancelled by you due to a valid impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

如果贵方因上述履行不能事件的有效成立而适当地取消了活动，则经贵方书面要求，我方同意在不收取罚金并扣除我方为准备活动已经产生的任何费用的前提下，返还贵方向我方支付的所有预付押金和预付款。

Governing Law and Dispute Resolution 管辖法律及争议解决

The parties agree to use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this agreement by presenting the dispute to senior representatives of each party for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may submit the dispute for resolution to the competent courts in the city where the hotel is located.

双方同意尽其合理的商业努力以非正式并且及时地解决有关本协议任何事项的任何争议，为此双方应根据本协议规定的程序将争议提交每一方高级代表以供其讨论和寻求可行的解决方案。但是，有关侵犯知识产权的争议不受本条款规定的限制。依据本条款进行的所有协商均是保密的，并应为适用的证据规则之目的视为妥协及和解性的协商。如果在根据本条款提交争议事项后的三十（30）个公历日内，各方的高级代表未能就该等争议达成解决方案，任何一方可提起诉讼。由本协议引起的或与本协议相关的争议，应由酒店所在地的有管辖权的法院处理解决。

Entire Agreement 完整协议

This Event Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Event Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Event Agreement.

本活动协议、标准条款和条件（作为本协议的附件且通过引述构成本协议的一部分）以及本协议的附件、附录及附表（如有）一经以下双方签署，即构成双方之间的完整协议，只有采用书面形式且经双方签署方可被修订或修改。如果在返还本协议或其任何附件签署版本的同时进行了修改，不得视为我方已接受了该等修改，而应视为贵方的反要约，我方可以自行决定以书面形式接受或拒绝该反要约。一旦贵方和我方签署了本活动协议，代表贵方所作的预留将被确认并受限于本活动协议的规定。

OPTION DATE 有效日期

The arrangement outlined in this Agreement will be held on a first option tentative basis until 22/10/2024. If you do not sign and return this Agreement by this date, the Hotel reserves the right to cancel all arrangements without notice or obligation.

本协议中列出各项在酒店内的活动安排至 **2024 年 10 月 22 日**，贵方拥有暂时优先选择权。若到期时，贵方仍未签署此协议，则店方有权在未通知的情况下取消所有安排。

CONRAD

HANGZHOU

杭州康莱德酒店

Language 语言

This agreement is written in both English and Chinese. In case of any inconsistency between Chinese and English version, the Chinese version shall prevail.

本协议以英文和中文书就，若中文文本与英文文本存在不一致之处，以中文文本为准。

The undersigned expressly agree and warrant that they are authorised to sign and enter into this Event Agreement on behalf of the party for which they sign.

下列签字人明确同意并保证其有权代表其代为签字的一方签署并订立本活动协议。

ACCEPTED AND AGREED TO:

接受并同意：

Raffles City(Hangzhou)Real Estate Development Co., Ltd

Branch Number 2

来福士（杭州）房地产开发有限公司第二分公司

Klein Cheng 程琳轩

Senior Events Sales Manager

高级宴会销售经理

Anita Wang 王燕红

Director of Events 宴会销售总监

Lillian Liang 梁亮

Hotel Manager 酒店经理

Stephane Roubin

General Manager 总经理

Comfort International M.I.C.E.

Service Co.,Ltd

康辉集团北京国际会议展览有限公司

Signature 签名

Date 日期

2014.05.12