

THE PENINSULA

SHANGHAI

上海半岛酒店

1/9/2018

Page 1: 合同关于康辉集团北京国际会议展览有限公司于 2018 年 01 月 16 日的活动

Letter of Agreement

会务合同

By and Among

缔约方

Hong Kong

康辉集团北京国际会议展览有限公司

Shanghai

The Peninsula Shanghai Waitan Hotel Co., Ltd.

Beijing

上海外滩半岛酒店有限公司

Tokyo

And

及

New York

Shanghai Waitanyuan Urban Redevelopment Co., Ltd.

上海外滩源发展有限公司

Chicago

for

Meeting

活动

Beverly Hills

on

16th Jan, 2018

Bangkok

2018 年 01 月 16 日

Manila

1. Parties to the Agreement:

协议双方

Future Openings

Paris

Party A: The Peninsula Shanghai Waitan Hotel Co., Ltd 上海外滩半岛酒店有限公司

Party B: Shanghai Waitanyuan Urban Redevelopment Co., Ltd 上海外滩源发展有限公司

London

Contact person: Mrs. Erin Cheng

联系人: 成怡文

Title: Assistant Director of Catering & Special Event-No.1 WaiTanYuan

职位: 宴会销售副总监-外滩源壹号

Phone: +86 21 3331 3931

电话: +86 21 3331 3931

Email: erincheng@peninsula.com

邮箱: erincheng@peninsula.com

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Party C: 康辉集团北京国际会议展览有限公司

联系人: 仲岚

电话: +86 13910193620

邮箱: zhonglan@cct.cn

CATERING ARRANGEMENTS

活动细节

	Date 日期	Event 活动	Time 时间	Setup 布置	Venue 场地	Price 价格
Shanghai	16 th Jan, 2018	Set up 布置	07:00- 15:00		Bund Room 主宴会厅, 2 楼	-
Beijing	16 th Jan, 2018	Meeting 会议	16:00- 18:00	TBA	Bund Room 主宴会厅, 2 楼	RMB60,000 人民币 6 万元整
Tokyo	16 th Jan, 2018	Dinner 晚宴	18:00- 21:00	Long Table 长桌	Grand Hall 会见厅, 2 楼	Please see Food & Beverage Price 请看餐饮报价
New York						
Chicago						

Food & Beverage

餐饮报价

Manila	Date	:	16 th Jan, 2018
	日期	:	2018 年 01 月 16 日
Future Openings	Time	:	18:00 to 21:00
	时间	:	18:00-21:00
	Guaranteed	:	Minimum 38persons
Paris	保证人数	:	保底 38 人
	Dinner Price	:	RMB1,500+16.6% surcharge per person
		:	Including soft drinks, chilled juice
London	晚宴价格	:	每位人民币 1,500 元+16.6% 附加费
		:	含软饮和橙汁

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Guaranteed Attendance

保证人数

All menu selections must be finalised no later than 7 days prior to the event which will be on **9th Jan.2018**. Please review and confirm the expected and guaranteed number of attendee's seven-business days prior to the event. Any variance between the expected and guaranteed number should be within a 5% base on the contracted number, and should not be lower than the minimum guarantee required by the Party A. Charges will be made according to the guaranteed number or actual attendance whichever is greater.

Hong Kong

Shanghai

Beijing

Tokyo

请贵方于活动日期7天之前将不少于约定最低人数的最后保证出席人数和预计人数通知甲方。两者人数之差应在5%之内。如贵方实际出席人数少于保证出席人数, 甲方仍将按照贵方保证出席人数计收相应费用。如在会前洽谈期间贵方需要增加保证出席人数, 则此时甲方将根据上述规定的收费基数及5%最大差额对最新增加的人数部分计收费用。对于贵方减少的保证出席人数, 甲方将仍然按照最初预订时贵方所保证的最低人数计收费用。

New York

2. The Peninsula Shanghai Supports the Ban of Shark's Fin 上海半岛酒店支持停止鱼翅供应

Chicago

The Peninsula Shanghai recognise that sharks around the world are threatened with extinction

Beverly Hills

due to unsustainable fishing practices. Therefore, as of 1 January 2012, The Peninsula Shanghai no longer serves shark's fin at any of its food and beverage outlets.

Bangkok

由于捕捞与逐杀, 全球的鲨鱼已濒临绝迹的威胁。响应半岛甲方集团的规定, 上海半岛甲方有限公司已于2012年1月1日起, 停止在甲方所有餐厅内提供鱼翅。

Manila

TERMS AND CONDITIONS

其他条款

Future Openings

1. Outside Contractors

Paris

外部承包商规定

London

Outside contractors appointed to assist you with your function must adhere to the Party A's "Safety & Fire Protection Agreement" and any other reasonable requests made by the Party A within the Letter of Agreement. A copy of the "Safety & Fire Protection Agreement" will be provided for you to share with outside contractors. Should you decide to make your own decoration arrangements, a decoration proposal which includes the artists' impressions and layouts and intended materials used, must be submitted to the Party A for confirmation. The Party A reserves the right to approve and/or amend such plans.

甲方要求所有贵方指定的协助贵方和/或安排贵方活动的外部承包商, 必须遵守甲方的《外商承包商规则》以及甲方在活动过程中提出的其他合理要求, 甲方将转发该文件的副本予贵方供贵方与外部承包商进行确认。如贵方需要自行安排装饰, 贵方必须将具有艺术效果和相应格局布置的装饰方案(包括所选用的装饰材料)提交至甲方进行确认。甲方保留同意或修改贵方装饰方案的全部权利。

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For the avoidance of doubt, any staff and/or any other person sent by your company to the Party A for the event, and any contractor, consultant or any other third party engaged by your company, shall be deemed to be your representative and your company shall be responsible for their acts, omissions, negligence and wilful misconduct. Should any of these parties cause loss, damage or liability to the Party A, the Party A reserves the right to claim indemnification and compensation against your company and/or any of its associated parties.

为免疑问, 贵方为活动目的派遣至甲方现场工作的所有员工和/或任何其他人员、以及为活动目的贵方聘请的所有外部承包商、顾问或任何其他第三方均应被视为贵方的代表, 贵方应对上述各方在甲方或对甲方的行为、不作为、疏忽或故意不当行为承担责任。如上述各方对甲方造成任何形式的损失、损害或责任, 甲方有权、且保留向贵方和/或上述各方追溯及要求赔偿的权利。

Hong Kong

Shanghai

Beijing

Tokyo

2. Storage 寄存物品规定

New York

Chicago

Beverly Hills

Bangkok

Party A will not assume any liability for loss, damage or theft of any article left in our possession for storage. The articles are deposited with the Party A at the sole risk of the owner. The Party A requests that articles are collected within 24 hours of the conclusion of the event. In the event that the articles deposited are not collected within seven days, the Party A reserves the right to dispose of all remaining articles.

对于贵方寄存保管物品的丢失, 损坏, 失窃, 甲方不承担任何责任。保存于甲方的物品的风险将由其所有人独自承担。贵方应当于活动结束后24小时内及时领取寄存物品。若活动结束后7天之后贵方寄存物品仍无人领取, 则甲方有权自行处置该物品。

Manila

3. Security 保安规定

Future Openings

Paris

London

Party A provides 24-hour uniformed security staff for general Party A purposes. We are able to arrange specific dedicated security for your sole purpose at a rate of RMB 150 per hour per security guard. Please note, that The Peninsula Shanghai does not accept responsibility for loss or damage to any exhibition or display material, therefore we recommend the service of dedicated security staff be arranged.

甲方为来宾提供 24 小时制服保安服务。甲方可以为贵方安排基于贵方特殊需求的专职保安服务, 收费标准为人民币 150 元/人/小时。

[敬请注意] 甲方不承担任何展览/陈列物品的丢失/损坏责任, 因此建议贵方安排固定的专职保安服务。

4. Party A Premises 甲方其他规定

You shall be responsible for the orderly conduct of the event and ensure there is no breach of the law or nuisance caused. In particular you shall ensure that there is no illegal betting or gambling during the event.

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贵方、代表贵方以及为贵方活动服务的各工作人员以及出席贵方活动的来宾应当有序地处理典礼的各项事务，并保证不发生任何触犯法律和违反甲方安全条例的事件，尤其禁止非法竞猜或赌博活动。

Please note that Party A assumes no responsibility for any damage or loss of any personal items, prior to, during or following the event. The Party A strongly recommends you procure property insurance for personal items.

[敬请注意]

对于贵方人员及宾客在活动前、活动中以及活动后的个人物品的损坏或丢失，甲方不承担责任。建议贵方就个人物品购买相应的财产保险。

Party A reserves the right to approve all signage and decorations within its banquet and meeting areas. All signs/decorations must be professionally printed and arranged, and must match with existing decor and colour theme. Signs are not permitted on guest room levels, lifts, main lobby areas, or on the exterior of the building.

甲方保留是否同意在宴会和会议区悬挂标语/装饰的权利。所有的标语/装饰必须专业打印制作，并与现存装修，颜色主题相配。任何标语/装饰不允许挂在客房楼层，电梯，大堂主要区域和甲方建筑的外部。

Displays or exhibits must conform to the Shanghai Fire Departments ordinance rules. The Peninsula Shanghai does not permit the affixing of items to walls, floors, or ceilings with nails, staples, or tape of any kind unless approval is given by the Party A in writing. If this is done without authorisation and damage is suffered, you shall be responsible for the cost of repair and/or replacement, as well as the consequent loss (including loss of business) suffered by the Party A due to the damage.

若有任何陈列物/展品，必须符合上海消防条例规定。未经甲方书面批准，甲方不允许任何用图钉、胶带或任何种类的方式于墙上、地板、天花板及屋顶上添加任何物品的行为。如果未经批准而进行上述活动并造成损失时，修理/替换的费用及由此产生的一切损失将由赞助商/合同方承担。

Food and Beverage

食物与饮料规定

Food, wine, beer or spirits brought into the Party A for consumption on the premises is at the discretion of the Party A, and prior consent must be obtained. Additional charges will be applied.

未经本甲方允许，您不得擅自带入或使用任何外带食物或饮品。如贵方违反上述规定，未获得甲方事先许可即擅自带入或使用任何外带食物或饮品，甲方有权就此根据贵方擅自带入甲方或在甲方内使用的任何外带食物及/或饮品的重量，收取每斤人民币 800 元的违约金，如因此给甲方造成任何损失、损害或责任，且该等违约金不足以弥补该等损失、损害或责任的，贵方还应就差额部分补偿或赔偿甲方。此外，贵方应立即将该等擅自带入或使用的任何外带食物或饮品带离甲方，不得再在甲方任何区域（包括活动现场）摆放或使用。

在不影响前述规定的前提下，因贵方擅自带入甲方或在甲方使用的任何外带食物或饮品所造成的任何不利影响或后果，包括但不限于因此给任何人带来的损失、损害或责任，均应由贵方承担，甲方对此不承担任何责任。

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6. Compensation and Compliance

遵守法律法规

You agree that you shall indemnify, keep indemnified and hold harmless and defend the Party A from and against all liabilities, claims, damages, losses and expenses, including but not limited to legal costs and expenses on a full indemnity basis arising out of or in connection with the event.

Hong Kong

Shanghai

Beijing

Tokyo

New York

Chicago

Beverly Hills

Bangkok

Manila

Future Openings

In particular, you shall comply, obey and indemnify the Party A against the breach of all laws, regulations, rules and requirements of any governmental or other competent authority relating to the use of the premises of the Party A, or to any other act, deed, matter or thing done, permitted, suffered or omitted therein or thereon by your company (if any) and without prejudice to the foregoing, to obtain any licence, approval or permit required by a governmental or other competent authority in connection with your use of the premises of the Party A prior to the commencement of the use and to maintain the same in force during the term of this Letter of Agreement (if applicable). You shall indemnify the Party A against the consequences of a breach of this clause and notify the Party A in writing of any notice received from by any authority concerning or in respect to the Party A premises or any services supplied thereto or otherwise relating to a possible breach of this clause.

For the avoidance of doubt, any cancellation due to incompliance with this clause shall subject your company to liabilities of breach of contract in accordance with this clause and Clause 2 of the billing instructions below.

在履行本合同的过程中, 贵方应遵守和服从任何政府或主管部门关于贵方使用本甲方场所及在场所内进行的、允许进行的、遭受的或未做的任何其他行为、行动、事务或事情的所有法律、法规、规定和要求(如有), 并在违反上述法律、法规、规则和要求时, 对甲方进行赔偿。在不影响上述规定的情况下, 贵方须在使用场所之前取得政府或其他主管部门所要求的与贵方使用场地有关的任何执照、批准或许可并在本合同存续期内保持该等执照、批准或许可的效力(如适用)。贵方应就违反本规定的后果, 对甲方进行赔偿。在收到任何部门涉及或关于场所或提供给场所的任何服务、或关于贵方可能违反本条款的任何通知时, 甲方将尽快书面通知贵方。

7. Force Majeure

不可抗力

Paris

London

7.1 Subject to Article 7.2 below, the parties agree that no party shall be liable for failures or delay in performing any obligation under this Letter of Agreement arising from causes beyond the parties' reasonable control including, but not limited to: acts of God, fire, flood, earthquake, windstorm, epidemic or any other natural disasters, acts of war or civil terrorist attacks, civil war, labour disputes including strikes and lockouts and government restrictions.

除本合同第 7.2 条之规定外, 各方同意本合同的任何一方由于天灾、火灾、洪水、地震、暴风、传染病或其他自然灾害、政变、战争、暴乱、罢工及政府限制等超出该方合理控制的原因而不能正常履行本合同, 该方无须承担未能按时履行或延迟履行的责任。

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7.2 The party suffering the above force majeure event shall not be in breach of this Letter of Agreement provided that it notifies the other parties without any delay and shall, to the extent that it is capable of doing so, use its best efforts to mitigate the effect of the force majeure event to carry out its obligations under this Letter of Agreement in any way that is reasonably practicable.

本合同的任何一方若遭受上述不可抗力事件不应被视为违约，只要该方在其能力范围内立即通知其他各方当事人，并且尽最大努力减轻不可抗力带来的影响以及继续履行其在本合同下的义务，只要该等义务的履行是合理可行的。

Hong Kong

Shanghai

DEPOSIT REQUIREMENTS

付款支付信息

Beijing

1. Down Payment

预付款支付

Tokyo

Party B is the owner of the property of Waitanyuan building no. 1. Currently, Party B entrusts Party A for the operation and management of the foregoing property. Upon confirmation of the event booking, your company shall pay a down payment of **RMB126,462net** which is 100% of the estimated total revenue to the bank account jointly managed by Party A and Party B. Payment can be made in the form of cash or a cheque made payable to“上海外滩源发展有限公司”. Payment may also be remitted by telegraphic transfer to the Party A's bank account using the following details:

New York

Chicago

Beverly Hills

乙方为甲方之物业的业主。目前乙方已将甲方之物业委托甲方经营管理。一旦您确认场地预订及本合同各项条款，您应向甲乙双方的共管账户支付首付款，金额为预估本次活动总费用的 100%，即**人民币 126,462 元整**，该金额在您活动结束后计算最终费用时将被转化为已付款，在活动取消的情况下，将作为根据下述取消约定条款的规定，作为应付损失赔偿的一部分。客户可通过现金方式，银行转账和支票方式支付到以下银行：

Bangkok

Manila

Future Opening:

Account Name: 上海外滩源发展有限公司
Company Address: 上海市中山东一路 33 号 200002
Account No: 433873215707
Bank Name: 中国银行上海市分行营业部
Bank Address: 上海市黄浦区中山东一路 23 号
Swift Code: BKCHCNBJ300

Paris

London

Account Name: Shanghai WaiTanYuan Urban ReDevelopment Co.,Ltd
Company Address: 33 Zhongshan Dong Yi Road, Shanghai 200002
Bank Account No: 433873215707
Bank Name: Bank of China Limited, Shanghai Branch
Bank Address: 23 Zhongshan Dong Yi Road, Shanghai 200002
Swift Code: BKCHCNBJ300

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2. Payment Schedule 付款进度

Upon signing the Letter of Agreement Before or on 10 th Jan, 2018 2018 年 1 月 10 日	Event revenue at RMB126462 活动总费用, 共人民币 126462 元
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3. Cancellation 取消条款

Any cancellation made your company before the event date shall be deemed a material breach of this Letter of Agreement and you shall pay a penalty to the Party A. In the event the penalty is not sufficient to cover Party A losses that arise from the cancellation made by your company, you shall compensate the Party A for any shortfalls accordingly. "Losses of the Party A", as stated in this contract, shall include, but are not limited to, any revenue losses that arise from cancellation, any expenses and costs the Party A has incurred with a third party in preparation for your event, and any other expenses and costs the Party A may request indemnification/compensation for as pursuant to applicable laws and regulations. If you company cancel this Letter of Agreement after execution of this Letter of Agreement, Party A's actual loss will be RMB126462

如贵方在活动开始前取消本合同下约定的预订或延迟活动日期, 该等取消应视为对本合同的严重违约, 贵方应就此向甲方支付违约金, 违约金的具体金额见下述列表内容(贵方认可下述违约金之合理性且认可一旦因您原因取消活动将使本甲方遭受不低于下述取消费用之损失, 无需本甲方提供任何相关证明文件)。如该等违约金不足以弥补甲方损失的, 贵方还应赔偿甲方因此遭受的所有损失与违约金之间的差额部分。本合同所述的甲方损失, 包括但不限于甲方因贵方取消活动遭受的业务收入损失、为准备贵方活动已发生的对第三方的费用、开支以及根据有关法律法规甲方可要求贵方进行赔偿或补偿的任何其他费用及开支(如有)。如贵方在签署本合同之后取消此约定日期的活动预订, 本甲方因此遭受的实际损失为人民币 126462 元。

Late cancellation charges shall be levied as per below if the Event is cancelled or postponed:

Number of Days Prior to the Scheduled Commencement Date of the Event	Cancellation Fee
Within 30days prior to the event date 活动开始 30 天之内	100% of total Event revenue 100%活动总费用

客户确认: _____

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SHANGHAI

上海半岛酒店

1/9/2018

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4. Confirmation 合同签署

It is mutually understood that space has been tentatively reserved and will not be guaranteed to Ms.Xu, until a signed copy of this "Letter of Agreement" and initial deposit have been received by The Peninsula Shanghai.

Should confirmation not be received by 9th Jan, 2018, The Peninsula Shanghai reserves the right to release all your tentatively reserved space and resale to any other clients.

请您在 **2018 年 1 月 9 日** 前签字盖章确认本合同, 并将您的签字盖章合同发送给本甲方。否则甲方有权解除您的所有预定并再次销售给其他客户。如果您在签字确认本合同之前对客房、会议室等甲方场所预定需求产生任何变化, 相关定价将以本甲方的重新报价为准。

The terms and conditions stipulated in this "Letter of Agreement" will be considered final when signed by both parties. Any subsequent changes can only be made with the written consent of 康辉集团北京国际会议展览有限公司 and **Party A**

双方知悉此客房/宴会/会议场地只是被暂时预订, 在甲方没有收到贵方书面签字确认的协议书时, 甲方无法保证活动的场地预订。

MISCELLANEOUS

其他

1. Prices quoted are subject to 16.6% service charge unless otherwise stated.

所有价格除特殊标注外, 其他按 16.6% 附加费收取

2. Party A reserves the right to amend the allocated function room in consultation with the Organiser should there be any major increase or decrease in the number of attendees of the event as notified by the Organiser to the Party A.

根据贵方需求, 基于上述细节, 甲方已经为贵方做了场地预订。[敬请注意]: 此场地预订仅为建议参考, 如与会人数发生变化, 甲方保留变更场地或调整价格的权利。会议场地也将根据甲方场地状况进行确定。

The "Safety & Fire Protection Agreement" attached hereto shall be an integral part of this Letter of Agreement and shall be adhered to by all parties.

本协议书所有条款经双方签署后, 即视为最终条款。任何变更须经贵方与甲方同意后, 方可进行。本合同后附之《会展安全、消防协议》为本合同不可分割的一部分。

3. The Letter of Agreement shall be written in Chinese and English, however, the English version shall be for reference purposes only.

本协议以中文书就, 英文文本仅为参考目的提供。

4. The execution, effectiveness, implementation, interpretation and dispute settlement of this Letter of Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

本合同的订立、效力、履行、解释、争议解决均适用中华人民共和国法律。

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Any disputes arising under or in respect to this Letter of Agreement shall be resolved through negotiation first. Except otherwise agreed, in the event that any dispute cannot be resolved through negotiation within twenty (20) working days after the date such negotiation was first requested in writing by a party, then either party can submit such dispute to Shanghai International Arbitration Centre, and in accordance with the Arbitration Rules of the same force.

因本合同引起的或与本合同有关的任何争议, 应首先通过磋商加以解决。若该等争议不能在任何一方书面提出后的二十(20)个工作日内磋商解决的, 任何一方均有权将该等争议提交上海国际仲裁中心通过仲裁最终解决, 双方另有约定的除外。

Hong Kong

Any arbitral award shall be final and binding on both parties and can be enforced accordingly.

Shanghai

任何仲裁裁决均属终局裁决, 对双方均有约束力, 而且可以依照该裁决规定强制执行。

Beijing

Thank you once again for selecting The Peninsula Shanghai for your important event. We look forward to welcoming you and your guests in the near future.

Tokyo

再次感谢您选择甲方来举办贵方的重要活动, 我们期待您的客人的光临。

New York

Chicago

Beverly Hills

Bangkok

Manila

Future Openings

Paris

London

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会展安全、消防协议

Safety & Fire Protection Agreement

(此协议书应与正式合同一起签署 The Agreement must be signed along with the contract)

I. 电气与安全

Electrical Safety

Hong Kong

Shanghai

Beijing

Tokyo

New York

Chicago

Beverly Hills

Bangkok

Manila

Future Openings

Paris

London

1. 配电箱严禁放在过道、通道和展台的明显部位。
It is strictly prohibited to put cable boxes in public areas outside of booths.
2. 电气线路必须使用合格的电缆线、护套线, 严禁使用双绞线、铝芯线。
Only quality electrical wires such as cable wires can be used. It is strictly prohibited to use twisted-pair and aluminium-core wires.
3. 电线连接应牢固可靠, 电线对接必须使用瓷、塑接头并有合格的绝缘保护措施。
Electrical wires should be connected securely and insulation safeguards should be installed using porcelain or plastic junctions.
4. 电气线路穿越走道必须有过桥板进行安全保护。
A frame board must be used to protect electrical wires that across through a passage.
5. 展厅内严禁使用明装式碘钨灯具, 霓虹灯应安装在 2.5 米高及以上。
It is strictly prohibited to use exposed light. Neon lights should be affixed above 2.5 metres.
6. 用电器具或可能带电的物体金属外壳、布景和展架必须有可靠接地。
Any metal and frames of electrical equipment must be securely connected.
7. 配电箱周围严禁安放易燃物品。
It is strictly prohibited to place tinder near cable boxes.
8. 所有电气操作人必须持有效的电工安全操作证。
Electric operators must have valid electrical operation certificates.
9. 电气安装必须严格按《低规》操作。
Electrical installations should be carried out according to the "Electrical Low-volt Rules & Regulations".
10. 会/展商向甲方申请通电前应做好安全自检工作。甲方方的专业人员在接到主办单位的通电申请后, 将会同主办单位进行安全检查。检查合格者, 甲方方为会、展商通电。
Clients should check the safety of the electrical circuit before it is powered on. The Party A will also confirm the safety of the circuit before the power is switched on.

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II. 场内搭建安全

Set up in public areas

1. 会/展厅的地毯、墙面及其它部位严禁打洞、敲钉、涂胶张贴。

It is strictly prohibited to hang anything on the walls of ballrooms, meeting rooms or any other wall inside the Party A.

Hong Kong

2. 会展厅内重量大的机械安放前必须使用地撑板。确保地面受力不大于 250Kg/m²。

A support board must be placed on the floor of the corridor before the installation of heavy machinery. The floor/ground stress point is below 250kg/m².

Shanghai

3. 舞、展台的结构必须牢固可靠，舞台布景板长度不得超过 9 米。（避免宴会厅的消防通道被过长的舞台布景板堵塞）

Ensure that the structure of the booth is secure. Scenic boards above nine meters are prohibited due to fire exit regulations.

Beijing

Tokyo

4. 货物堆砌必须牢固可靠、防止倾翻、倾倒。

All goods must be stacked firmly.

New York

5. 地毯的铺设必须使用布质双面胶，严禁使用海绵胶及其它不宜清除的材料。

Double-sided tape should be used to affix carpet. It is strictly prohibited to use materials that are difficult to clean up.

Chicago

Beverly Hills

6. 会展厅内的任何设施、设备不得挪动、改动。

No movement or change should be made to the facility or equipment.

Bangkok

7. 会展厅内的任何设施、设备不得擅自依靠、借力使用。

No facilities or equipment should be used without permission.

Manila

8. 会展厅内严禁随意倾倒污水、油性物品。

No sewage or oil may be disposed of inside the venue.

Future Openings

9. 会展厅内不得擅自悬挂任何物品。经许可的悬挂点，最多重量不得超过 100 公斤。悬挂工作必须事先征得本甲方工程部专职人员的同意。

If anything is to be hung in the venue, it must weigh less than 100 kilograms. Approval from the Party A is required.

Paris

London

11. 搭建商必须在指定货运通道及电梯内，所有施工布置场地(区域)及甲方舞台等设施上，必须铺设地毯或保护膜(保护膜厚度不得薄于 1 毫米)，并对路径之门做好相应保护。地毯或保护膜将由搭建商自行提供并且铺设，还要将超过 80 公斤的物品做上标签。所有搭建物品必须堆放在已做好地面保护的规定区域，严禁地面未做保护移动物品。保护措施必须在搭建前完成。

Contractors must lay carpet protection sheets (minimum of 1 millimetre thick) in order to protect the Party A's floor, carpet, stage, marble floors and all other areas where set up is required. The carpet protection sheet must be placed in areas where contractors carry out preparation work and also in areas where heavy objects (more than 80 kilograms) will be displayed. Protection work must be done before the commencement of any set up. Contractors must supply their own carpet protection sheets.

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III. 消防安全 Fire Safety

1. 会展厅内严禁吸烟。
No smoking inside the venue.

Hong Kong

2. 各类消防设施、消防通道和逃生指示灯严禁被阻挡; 消防栓、机房门、警铃前的通道必须大于 2 米; 消防卷帘门下不准堆放任何物品。

Shanghai

It is strictly prohibited to interfere with the fire protection facilities including fire exit signs and fire channels. Passages must be more than two metres wide in front of hydrants, technical room doors and alarm bells. Items are prohibited from being placed under the fire shuttle door.

Beijing

3. 任何单位不得将物品堆放在消防通道公共区域; 物品如放在公共区域内要事先得到甲方同意, 不得擅自堆放。

Tokyo

No goods may be stored in fire emergency passages or public areas. Permission must be obtained by the Party A to place items in public areas.

New York

4. 环境布置(如幕布)不得不将逃生指示灯遮掩时, 应由布置单位负责按照要求重新安装逃生指示灯(应有电源供电或有自发荧光)。应布置单位要求甲方安装的, 甲方将收取一定费用。

Chicago

Clients must ensure fire exit signs (electric or fluorescent) are visible. If they are not, the client must reinstall them at their expense.

Beverly Hills

5. 消防管道、消防喷淋器上严禁悬挂任何物品。
Nothing should be hung from fire pipes or sprinklers.

Bangkok

6. 木质展、舞台、展架等的原木面必须经过防火材料的处理。
Fireproofing should be implemented for any wooden materials used.

Manila

7. 会展厅内严禁电焊作业。会展厅内严禁动用明火。
Electrical welding is prohibited inside the venue. Open fires are also prohibited.

Paris

8. 会展厅内不准喷漆、喷涂。
The use of spray paint is prohibited inside the venue.

London

9. 严禁携带溶剂、油漆、热烟火爆竹等易燃易爆物品进入甲方。
The use of flammable or explosive materials is prohibited inside the venue.

10. 如发现火灾, 应立即打电话“23272888”报告保安部或打碎破玻璃报警器报警; 同时立即用附近的灭火器或消防水喉扑灭火灾。
If the case of fire, please call the Fire Control Centre at “23272888”. Or, activate the fire alarm. A fire extinguisher or hose reel may be used to extinguish the fire.

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IV. 工作人员管理 Worker Management

1. 客户如邀请专业人员,如电工, 必须提供有效资质证明。
Professional electricians must provide relevant certificates.
2. 后台工作人员进出甲方必须办理“出入证”。请携带身份证原件、押金 100 元/张, 至甲方保安部办理。无证者一律不得进入甲方。
Workers must register at the associate's entrance using their identification card. Please show ID to the security guard and pay 100 RMB per person. Workers must obtain a visitor's pass.
3. 主办方自带保安的应通知甲方方告知甲方保安部, 以便互相协调和配合, 保安应在指定区域执勤, 不准随意去甲方其他区域。
Please inform the Security Department if you have provided your own security staff. The client's security staff will be assigned to an area by the Party A's Security Department.
4. 工作人员不得在甲方睡觉、打牌或进行其他娱乐活动。
Playing cards, sleeping and other entertainments are prohibited in the Party A.
5. 会展厅内不准烹饪。外来盒饭不得带入会展厅内, 只能在指定地点用餐。
Cooking and outside packaged food is prohibited inside the Party A.

V. 车辆管理及物品进出管理 Traffic Control and Gate Pass

1. 任何车辆未经甲方许可, 不得放入会展厅内。
Vehicles are prohibited from entering the venue without the Party A's permission.
2. 物品进甲方前, 请提供一份进甲方物品清单, 交甲方保安部。
A list of goods to be delivered must be provided to the Security Department before entering the loading dock on B1F.
3. 车辆装卸物品仅限在 B1 卸货区内, 物品只能从 B1F 卸货平台进出, 可乘货梯上下, 不得使用自动电梯和客人电梯运物品。
Goods must be removed via the loading dock on B1F; the use of guest lifts is prohibited.
4. 物品出甲方时, 请到宴会厅和宴会销售部开具“出门单”, 交保安核验后, 方可出店。
Please obtain a "Gate Pass" from the Banquet and Catering office and provide it to security prior to removing goods from the Party A.

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VI. 许可管理 Permit Management

1. 涉及到政府法规许可控制的活动, 主办方应到政府有关部门申请“许可证”(如: 各类表演、展览、拍卖和销售等)

Events must be approved by and registered with the government (events such as a fashion show, performance, sales and auctions).

Hong Kong

2. 上述许可申请必须提前 15 天, 向有关政府部门提交书面申请。

Shanghai

Events must be registered with government 15 days prior to the date of the event.

Beijing

其他 Others

Tokyo

1. 贵重物品应放在 1 楼保险箱内。展出时, 应将贵重物品放在坚固的、并要带锁的固定专柜里, 同时由主办方派足够的保安看护。

New York

Valuable items must be kept in the safe located on the Ground Floor.

Chicago

2. 任何被认为是危险的电气、机械、化学物品都将被视作危险品予以取缔。

Dangerous items including electrical items, machines and chemical goods are prohibited in the venue.

Beverly Hills

3. 会展厅设施、设备若遭损坏, 责任方必须赔偿并承担其他后果责任。

Bangkok

Contracted parties shall be responsible for payment of any damage to the facility and equipment.

Manila

4. 遵守所有国家和政府的安全、消防法规。

Please observe all safety and fire rules and regulations constituted by the law and government.

Future Openings

5. 各会务、会展主办方应遵守以上规程和各类有关国家法律法规, 任何违规事件, 本甲方将予以必要的处理, 直至追究法律责任。

Clients and contractors should obey all of the rules and regulations mentioned above.

Paris

6. 甲方对以上规程有最终解释权。

London

In case of any dispute, the Party A reserves the right to make the final decision.

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AGREED AND ACCEPTED BY
签署

康辉集团北京国际会议展览有限公司

Hong Kong

Shanghai

Beijing

Tokyo

New York

Chicago

Beverly Hills

Bangkok

Manila

Future Openings

Paris

London

AND

The Peninsula Shanghai Waitan Hotel Co., Ltd
Shanghai Waitanyuan Urban Redevelopment Co., Ltd.
上海外滩半岛酒店、上海外滩源发展有限公司

Erin

Erin Cheng
Assistant Director of Catering & Special Events
The Peninsula Shanghai
Date: 9 January 2018

签字
日期

David Xu

David Xu
Director of Catering
The Peninsula Shanghai
Date: 9 January 2018

Rieko Kibe

Rieko Kibe
Director of Marketing
The Peninsula Shanghai
Date: 9 January 2018



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