

## RENT-A-VILLAGE AGREEMENT

### 租赁协议

This Agreement is entered into by and between the following Parties on the date of July 15 2022.

本协议于 2022 年 7 月 15 日由以下各方签订:

1) 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

Registered address: Room 1510, No. 13, NongzhanNan Road, Chaoyang District, Beijing

注册地址: 北京市朝阳区农展馆南路 13 号 12 层 1510 室

Legal Representative: Fan Min 法定代表人: 程磊

(Hereinafter referred to as "Party A")

(下文简称为“甲方”)

2) Shanghai Club Med Holidays Travel Agency Co., Ltd

上海客美德假期旅行社有限公司

Business address: Room 701-704, S1, Tower 1, No.600 Zhongshan East 2nd Road, Huangpu District, Shanghai

地址: 上海市黄浦区中山东二路 600 号一栋 701-704 室

Legal representative: Bingbin Xu

法定代表人: 徐秉璜

(Hereinafter referred to as "Club Med")

(下文简称为“Club Med”)

### WHEREAS:

鉴于:

- A. Club Med operates tourist facilities peculiar to the Club Med Group where, in general, accommodation, meals, various sports and entertainment activities are offered as a pre-paid, all-inclusive, multi-day package and where a team of specially trained staff, called Gentils Organisateurs (GOs), are charged with the operation of those facilities.

Club Med 从事 Club Med 集团专有的旅游设施经营活动，主要提供包括住宿、餐饮和各类体育休闲活动在内的一体化预付费多日活动方案。公司拥有经过特别培训的被称为“友善的组织者”（简称 GO）的员工团队，专门负责公司相关旅游设施的运作。

- B. Party A intends to exclusively rent the village (the “Village”) as indicated in the Invoice attached hereinafter as Appendix I (the “Invoice”) for the time period as indicated in the Invoice (the “Period”).

甲方有意于所附附件一确认书(“确认书”)中所列期间（“独家租用期”）独家租用确认书中确定的度假村(“度假村”)。

- C. Club Med and Party A have reached the following agreements with respect to Party A’s exclusive rental of the Village during the said time period:

Club Med 与甲方已就甲方在前述时段独家租用度假村达成如下条款：

## **DEFINITIONS**

### **定义：**

The following words and phrases shall bear the following meanings:

下列名词或词组的含义规定如下：

- “Participants” means the guests of Party A.  
“团员” 意为甲方的客人。
- “Club Med staff” means GO’s (Gentils Organisateurs) management team in the Village, PS’s (Personnel de Service) local service staff and staff employed by Club Med Sales Offices.  
“Club Med 员工” 意为度假村 GO（友善的组织者）的管理团队，PS（服务团队）的本地服务员以及受雇于 Club Med 销售部门的员工。
- “Price” means the price mentioned below in section 8.  
“价格” 意为本协议第 8 条中所指的价格。

## **1 EXCLUSIVITY**

### **排他性基础条款**

- 1.1 Based on the understanding that the accommodation and activities/facilities shall be used only by the Participants whose names shall have been provided in advance by Party A to Club Med as specified hereinafter, Club Med shall provide the following accommodation and activities/facilities at the Village to Party A.

基于本协议规定的住宿和其他活动或设施仅向甲方预先提供给 Club Med 名单上的团员

使用(此名单应符合本协议中对团员的规定)的理解, Club Med 应向甲方提供如下度假村的住宿和其他活动或设施。

- (a) The room night and the number of Participants are listed in the Invoice;  
客房数及团员人数详见确认书;
- (b) The detailed information of the Period is set forth in the Invoice. The Parties understand that there might be a number of Participants arriving in the Village earlier than 15:00 on the first day of the Period, which is understandable.  
独家租用期的具体信息详见确认书。双方应相互清楚和知晓在独家租用期的第一天很可能会有一定数量的团员在该日 15 时前提前到达, 此情况乃是在可理解发生范围之内。

1.2 The Participants shall be entitled to have the exclusive use of the accommodation and activities/facilities within the Village subject to the following terms and conditions:

在遵守如下条件和条款的前提下, 团员享有在度假村内住宿和参加使用其他活动或设施的排他性权利:

- (a) Party A understands and acknowledges that on the first day of the Period, there might be a number of Club Med's clients in the Village who are awaiting their return flights and who might not vacate the Village before 15:00 and that there might be Club Med clients arriving in the Village earlier than 15:00 on the last day of the Period unless otherwise agreed in writing by the Parties;  
除双方另行书面签字同意外, 甲方需理解并认可在其独家租用期的第一天的 15 :00 后, 仍可能有一定数量的 Club Med 的客人因回程航班的时间等原因无法在该日 15 :00 前离开度假村, 或者在其独家租用期的最后一天的 15 :00 前可能会有部分 Club Med 的其他客人因去程航班的时间等原因提前到达度假村的情况。
- (b) Club Med, its employees, authorized representatives and contractors shall be entitled to access at any time to any part of the Village.  
Club Med、其雇员、授权代表以及供应商有权在任何时候进入度假村的任何地点。
- (c) Club Med may authorize other visitors to access the Village upon prior consent of Party A;  
在得到甲方事先同意的前提下, Club Med 方可允许其他访客进入度假村。
- (d) Activities and the use of facilities are subject to their availability and to other provisions set out herein under.

各类活动和设施的使用应遵循其开放时间并符合本协议以下相关条款的规定。

- 1.3 Party A shall be fully and solely responsible for arranging and providing for the Participants the transportation from and/or to the Village and providing full details of the same to Club Med prior to departure.

甲方将负责为所有团员安排提供前往或和离开度假村的交通并在团员出发前告知 Club Med 相关交通的具体信息。

## **2 ACCOMMODATION AND ACTIVITIES PROVIDED BY CLUB MED**

### **住宿及其他由 Club Med 提供的活动**

- 2.1 Club Med shall use its reasonable endeavours to provide accommodation and make available all the activities/facilities at the Village as described in the Club Med brochure current, which shall be an integral part of the Agreement between the Parties, at the time of the stay in the Village.

在团员入住度假村期间，Club Med 应在合理范围内竭力保障提供住宿以及作为双方签订本协议一部分当前 Club Med 宣传册中描述的各项活动和设施能够开放。

- 2.2 Subject to the terms and conditions hereof, the package prices shall include the following:

在遵循本协议项下有关条件与条款的前提下，总体价格包括如下项目的费用：

- (a) Welcome Drink 欢迎饮品
- (b) Accommodation: save otherwise agreed in writing by the Parties, the accommodation shall be provided on king-size or twin-share basis and subject to Party A's own allocation and pre-approved in writing by Club Med.  
住宿：除去双方另行书面协商外，Club Med 将提供大床房或双床房的标准住宿并可按照甲方的要求帮助分配房间，但事先需要征得 Club Med 的书面同意。
- (c) Three daily meals (breakfast, lunch & dinner) with beer and table wines provided for lunch and dinner (scheduled by the Village and subject to change, the Village is entitled to stop or cancel to serve any alcoholic drink at any time to any or all Participants due to health & safety or other reasons in its sole discretion).  
每日三餐（早餐、中餐和晚餐）包括中餐和晚餐供应的啤酒及随餐葡萄酒（由度假村安排并可做调整，且度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消向个别或全体团员提供酒精类饮品）。
- (d) Usage of all available sports and recreational facilities with free instructions (scheduled by the Village and subject to change)  
所有运动及休闲设施的使用并提供免费指导（由度假村安排并可做调整）

- (e) Evening entertainment and live performances/shows (scheduled by the Village and subject to change)

晚间娱乐活动及现场表演（由度假村安排并可做调整）

- (f) Existing stage, lighting and music facilities for evening entertainment

度假村现有的舞台，灯光音响设施来辅助晚间娱乐活动及表演。

- (g) Bar and snacking inclusive service (BSI service) at times of bar opening (scheduled by the Village and subject to change, the Village is entitled to stop or cancel to serve any alcoholic drink at any time to any or all Participants due to health & safety or other reasons in its sole discretion).

在酒吧开放时间提供酒吧饮料和小食服务（由度假村安排并可做调整，且度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消向个别或全体团员提供酒精类饮品）。

Drinks other than those provided during meals and BSI services, personal purchases at the boutique and excursions are not included in the package prices.

其他在已包含用餐和酒吧饮料小食服务外提供的付费酒水饮料或在精品店及村外旅游中的私人消费不包含在总体价格范围内。

- 2.3 No refunds will be made in respect of available accommodation and activities/facilities, which are available, but not utilised or only utilised in part by Participants.

如团员未使用或者仅部分使用已提供的住宿和活动和相关设施，该部分的费用不作退还处理。

- 2.4 Club Med reserves the right to withdraw, alter or otherwise modify specific programs, sports facilities or activities in the Village.

Club Med 将保留撤回、替换或更改在度假村内的具体项目和休闲设施或活动的安排的权利。

## **Accommodation**

### **住宿**

- 2.5 Accommodation shall be provided in king-size or twin-share (one or two people per accommodation) and may allocate by Party A subject to the written confirmation by Club Med.

住宿按照大床或双床房（每间住一或二人）提供，房间分配可由甲方提出但须由 Club Med 书面确认。

- 2.6 Allocation of rooms will be affected by the Club Med planning office in the Village in agreement with Party A prior to the arrival of the Participants.

在甲方的团员到达之前，Club Med 房控部门须与甲方就住宿客房在度假村中的分配达成一致意见。

### **Meals & Drinks**

#### **餐饮**

- 2.7 Participants' meals will be provided on a full board basis, ie. 3 daily meals (breakfast, lunch, dinner), with beer and table wine provided for lunch and dinner (scheduled by the Village and subject to change, the Village is entitled to stop or cancel to serve any alcoholic drink at any time to any or all Participants due to health & safety or other reasons in its sole discretion), at timings determined by Club Med in agreement with Party A.

度假村为团员提供全部的餐饮服务，包括一日三餐（含早餐、午餐和晚餐），午晚餐时，随餐供应啤酒及佐餐葡萄酒（由度假村安排并可做调整，且度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消向个别或全体团员提供酒精类饮品），用餐时间由 Club Med 与甲方双方协定。

### **Facilities**

#### **设施**

- 2.8 All available sports and recreational facilities with free instructions will be provided for use according to Village schedule and subject to change.

所有度假村内可供使用并提供免费指导的运动及休闲设施可按照规定使用，如有变动按变动后规定使用。

- 2.9 Party A acknowledges that:

甲方确认如下条款：

- (a) Adverse weather and other events of force majeure may result in certain described activities being unavailable or withdrawn without notice; and  
由于恶劣天气情况或其他不可抗力因素，既定活动将可能无法进行或在未经通知的情况下被取消；
- (b) Participation in activities and use of facilities are necessarily limited to the number of persons who can (for safety or other reasons) participate in the activities or use the facilities at any one time as per the applicable rules of relevant activities and the use instructions of the relevant facilities.

参与度假村活动或使用度假村设施的团员必须遵守活动规则和设施使用规则，在同一时间参与的最高人数将会受到限制（出于安全或其他因素考虑）。

For the above reasons, Party A must advise Club Med in writing of specific requirements by 30 days before the commencement of the Period. It is further recommended that Party A obtain the insurance in respect of any particular events which may be organised by Party A or by Club Med on behalf of Party A and which may be subject to availability or cancellation due to adverse weather or other force majeure events beyond either Party's control.

基于上述原因，在独家租赁期开始至少 30 天之前，甲方须将其具体要求书面告知 Club Med。另外建议甲方针对由其自行组织或由 Club Med 为甲方组织的可能因恶劣天气条件或其他不受立约任一方控制的不可抗力因素影响而导致取消的特殊活动项目进行保险。

- 2.10 Village shall provide existing stage, lighting and sound system to facilities the night evening entertainment and live performance/shows. Party A can involve an external contractor to supplement professional equipment in order to achieve better visual/sound effects.

度假村提供现有的舞台，灯光音响设施辅助晚间娱乐表演活动。甲方可以借助其他策划承包商的专业灯光音响器材达到更好的视觉音响效果。

- 2.11 Nightly evening entertainment and live performances/shows will be provided according to Village schedule and subject to change. Subject to the consent of the Village, the Participants will also be able to use the night club facilities on the Village premises.

夜间的娱乐活动以及其他现场表演按照度假村的安排提供并可调整。在得到度假村同意的前提下，团员亦可使用度假村的夜间酒吧设施。

### **Other Services/Facilities**

#### **其他服务/设施**

- 2.12 Payment must be made locally for purchases from or use of the following facilities at the Village:

度假村中需由使用者另外现付的购买或者使用的设施如下：

- (a) the bar (Drinks not included in BSI) 酒吧（除 BSI 免费提供的饮料之外的）
- (b) the boutique & any bazaar 精品店及商店
- (c) the SPA 水疗
- (d) the excursions 村外旅游
- (e) the telephone, taxis, car hire services 电话、出租车、汽车租赁

- (f) Sports tuition, equipment hire or other additional services on offer which are expressed to be subject to additional charges as detailed in the Club Med Brochure current at the time of the Period. 需享用在 Club Med 独家租赁期同期的当前宣传册中列明的需支付额外费用的运动指导、设备租赁及其他额外服务。

- 2.13 For the avoidance of confusion, the above expenditures are not included in the package prices and must be paid locally. Payment of such expenditures must be made by the individual Participant who has incurred the expense either direct to the provider concerned or to the Village prior to his/her departure from the Village, unless prior arrangements for their payment have been organised in writing with Club Med by Party A.

为避免争议，上述这些服务或设施使用的费用不包含在总体价格中，而须另行现付。除非甲方与 Club Med 另行事先书面达成支付安排，由团员个人行为发生的该等费用需团员个人直接支付给提供相关服务的供应商或者在其离开度假村之前支付给度假村。

- 2.14 Party A shall be the guarantee on individual Participants shall pay the Village on demand (as per the payment method requested by the Village) on such sums which are incurred, such payment shall be paid by Participants prior to departure.

甲方应保证如有某个团员享用度假村服务或使用设施产生该等款项，团员应在未离开度假村前按照甲方与度假村协商一致的方式支付给度假村。

- 2.15 For the avoidance of confusion, unless expressly agreed by Club Med in writing (subject to such terms as Club Med considers appropriate and separately invoiced), Club Med shall not be responsible for providing any travel facilities for Participants to or from the Village.

为避免争议，除经由 Club Med 书面同意（依据 Club Med 认可费用的条款执行，并另行开票），Club Med 不承担提供任何前往或离开度假村使用的交通工具。

- 2.16 In the event that any expenses incurred by Party A in the Village, Party A shall assign appointed person to authorise such expenses. Party A shall inform Club Med of the information of such appointed person in advance in writing before commencement of Period. These expenses will be verified by both parties after Period and pay within 14 working days after the Period.

活动中有任何额外的花费支出，甲方应该指定专门的工作人员来授权此类消费，同时，甲方应在独家租用期前以书面形式通知 Club Med 该授权人员信息。这类在度假村产生的额外支出应在独家租用期结束后 14 个工作日内付清。

- 2.17 Tipping is not required at Club Med.

小费在 Club Med 为非强制性的。



### 3 CUSTOMISING

#### 定制服务

- 3.1 Party A shall be entitled to place special decorations, set-ups, poster, board and other mantels incorporating logo and other information relevant to the Participants (“Customised Mantels”) at the Village provided the prior written permission of Club Med as to the content, size and location of such mantels has been obtained. In the event that such Customized Mantels involve an external contractor, Party A shall also submit the details of their requirements to Club Med for consideration and approval. Despite the foregoing, Party A shall ensure solely that Party A be entitled to or duly authorized to use such Customised Mantels and such Customised Mantels be free from any infringement upon third party.

甲方有权在度假村放置特别的装饰，调整，海报招贴，公告板和其他包含与团员有关的标识和信息等（称为定制材料），前提为 Club Med 事先书面同意该等定制材料的目录、尺寸和放置地点。若这些定制材料需要外部承包商，甲方也应同时向 Club Med 提供此等要求的相关细节情况供参考和确认。尽管有本款前述约定，甲方应当独自确保其有权或者被适当授权使用定制材料且该等定制材料不会侵犯任何第三人权益。

- 3.2 Club Med shall be entitled at any time to remove unconditionally any unauthorised Customised Mantels or any such Customised Mantels which Club Med considers are offensive or detrimental to the image of the Village, Club Med, its guests or its staff without incurring any legal/financial liability against Party A.

Club Med 有权随时无条件移除任何未经允许的定制材料或其他 Club Med 认为冒犯或损害度假村、Club Med 或其客人和其员工形象的定制材料而无需对甲方承担任何法律/财务责任。

- 3.3 Save otherwise expressly agreed by Club Med in writing, Party A shall procure that all Customised Mantels are removed from the Village upon the completion of the Period and make good any damage caused by their use in accordance with Club Med requirements.

除非 Club Med 和甲方以书面形式另行约定，甲方须保证所有的定制材料会在独家租期届满时全部自度假村清除，并按照 Club Med 的要求对因其定制材料而对度假村造成的损害进行修复。

- 3.4 Should there be any requirement for storage facilities at the Village, either during, before or after the Period, Club Med will not be held liable for any damage or loss to equipment or mantel incurred.

如需使用度假村的仓储设施，无论是在独家使用期内，还是之前或之后，Club Med 都不对存放其中的设备可能出现的损毁负责。

## **4 INTELLECTUAL PROPERTY**

### **知识产权**

- 4.1 Party A shall not be entitled to use the name “Club Med” or the Club Med Logo or any name or logo of the Club Mediterranean Group and its affiliated companies without the prior written permission of Club Med.

甲方在未经 Club Med 事先书面同意的情况下无权使用 Club Med 的名称、标识或者 Club Mediterranean Group 或其旗下公司的名称或标识。

- 4.2 Party A will supply to Club Med for approval prior to their publication copies or samples of all items in whatever form or media which incorporate the Club Med name and/or logo and describe any Club Med accommodation and facilities to be provided by Party A to Participants.

甲方须事先向 Club Med 提交所有将以各种形式或媒介向团员发布的，可能涉及 Club Med 名称和/或标识，以及含有对 Club Med 的住宿情况和度假村设施有描述性词句的公开宣传资料副本或样本，以获得 Club Med 同意。

- 4.3 Party A acknowledges that all rights in the name “Club Med” and the Club Med logo belong to Club Med. Party A shall not obtain any rights in the Club Med name or logo through any use permitted by this Agreement.

甲方应确认 Club Med 拥有对 “Club Med” 名称和标识的所有权利。甲方不因本协议中规定的许可使用对 Club Med 的名称和标识拥有任何权利。

- 4.4 Party A acknowledges that Club Med could take photos and video upon during the Party A event upon agreement from Party A for Club Med promotional purposes. The photos and video of Party A event and its Participants images might be used in Club Med newsletter, website, wechat and brochure free of charge.

甲方确认 Club Med 可在甲方团队入住活动进行期间在甲方同意下拍照和摄影。有关甲方活动或其团员形象的照片和录像可被免费用于 Club Med 报刊、网站、公众微信以及宣传手册中。

## **5 COMPLIANCE WITH RULES & REGULATIONS**

### **遵守规章制度**

5.1 To ensure the health, safety, comfort and peaceful enjoyment of all Participants staying at the Village, Party A agrees:

为确保所有在度假村的团员能享受健康、安全及祥和舒适的度假环境，甲方同意以下内容：

- (a) to be bound by the rules of Club Med governing stays at Club Med villages and the local regulations in force for each village (including but not limited to health and safety rules and regulations), and to comply with Club Med village management's lawful and reasonable instructions and directions; and

遵守 Club Med 有关 Club Med 度假村逗留期间的相关规定以及每个度假村当地须遵守的规章制度（包括但不限于健康和安全的规章制度），同时遵守 Club Med 管理人员合法和合理的指导建议。

- (b) to ensure that each and every Participant behaves in a proper and orderly manner and complies with the said rules, regulations, instructions and directions at all times.

保证每个团员举止得体并有秩序并保证所有团员在任何时候都能遵守上述的规章制度和指导建议。

5.2 In particular, Party A shall ensure that Party A and its Participants shall not commit or cause any of the following acts:

另外，甲方应保证甲方及其团员不会做出或者引发下列行为：

- (a) Disturbance or nuisance to the Club Med village or its guests (eg. causing excessive noise, intrusive behaviour, threatening or abusive behaviour etc.);

扰乱或妨碍 Club Med 或 Club Med 的其他客人（例如：制造过度的噪音，侵犯性的行为，威胁性的或诽谤性的行为等）

- (b) Objectionable, improper or undesirable behaviour or activities (e. g. causing damage and affray, lewd or indecent behaviour, underage drinking, illegal drugs etc.);

导致他人不悦的，不合适的，不受欢迎的举止或行为（例如：破坏或滋事，粗俗或轻佻的行为，低于法定年龄饮酒，使用非法药物等）

- (c) Intoxication (ie. under the excessive influence of alcohol or drugs);

迷醉行为（例如：过度饮酒或服用药物产生的影响）

- (d) Non-payment (for stay or any goods and services purchased or consumed); and  
拒绝付款（对于在度假村内逗留以及消耗的物品和享用的服务）；和

- (e) Serious breach of the rules and regulations or non-compliance with lawful and reasonable instructions and directions of the Village management.

严重违反规章制度或不遵守度假村管理人员合理合法的指导和建议

- 5.3 Club Med is entitled to refuse entry to and to immediately remove any Participants or Party A from the Village without refund or compensation for any of the above acts committed or caused by Party A or any of its Participants. Club Med further reserves the right to decline any future booking from the same group without any explanations in order to safeguard the safety and tranquillity of its guests.

当发生上述情况时，Club Med 有权拒绝或驱逐任何团员或者甲方，令其离开度假村，并不退还任何费用和做任何补偿。基于保障其他客人安全和安定，Club Med 同时保留无理由拒绝任何今后的来自同一人或团体的预约请求的权利。

- 5.4 Party A's designated representatives shall always be with their Participants and are responsible for its Participants' behaviour and activities at all times. Party A shall be liable for any loss, damage or personal injury that Party A and its Participants may cause at the Village.

甲方的指定代表们应全程陪同其团员并对团员的行为和活动负责。甲方同时应对所有因其或者其团员在度假村造成的任何损失、破坏或人身伤害负责。

## **6 RESPONSIBILITY**

### **责任**

- 6.1 Party A and its Participants participate in the activities and use the facilities at the Village at their own risk. Party A acknowledges that sports and similar activities intrinsically involve risk of physical injury greater than those encountered in daily life and by taking part in sports and other activities Party A and its Participants shall acknowledge and assume the risks inherent therein. Club Med, its subsidiaries, associated companies, affiliates, agents or representatives accept no responsibility, and shall not be liable for any death, injury, illness, damage, loss, accident, expense, delay or other irregularity resulting from a Participant's participation in any activity or use of any of the facilities in the Village.

甲方及其团员在度假村参与活动、使用设施所可能产生的后果应由其自负。甲方确认体育运动及其他类似的活动可能比日常生活有更大的导致身体伤害的可能性，所以参与体育运动或其他类似活动时，度假村工作人员需提前告知甲方团员相关体育运动的危险性。甲方及其活动团员需了解和承担这种内在风险的可能性并自行决定是否参加。Club Med，其分支机构、关联公司、附属企业、代理人或者代表对此不承担任何责任，亦不对任何由于团员在度假村参加任何活动或使用任何设备造成的死亡、人身伤害、病痛、损毁、遗失、意外、费用、延误或其他非正常的情况负责。如因 Club Med 责任造成的造成的死亡、人身伤害、病痛、损毁、遗失、意外、费用、延误，Club Med 在法律规定范围内承担责任。

- 6.2 Any liability that Club Med may have to Party A and the Participants will be limited to a maximum amount representing the value of the original cost per Participant and any direct expenses incurred by the Participant subject to an overall maximum limit of 1.5 times the value of the original cost per Participant except in cases of death, illness or injury where no limit of liability is imposed.

任何 Club Med 对甲方和团员负有的义务将设最高限额，该限额代表每个团员的原始成本。同时，除死亡、生病或人身伤害等情况不设限外，对任何团员所负义务的直接费用最高不超过每个团员原始成本的 1.5 倍。

- 6.3 Should any losses occur incurred to Party A and/or the Participants for a proven reason directly and exclusively attributable to Club Med, Party A and the Participants agree to claim the compensation of such losses from the insurer and Club Med shall assist Party A and the Participants in claiming from the insurer. Party A and the Participant shall in no event repeatedly claim for a same loss which it is subject to. Party A shall inform the Participants of the liability clause here of and shall cause the Participants to observe their obligations hereunder.

对于被明确证明系由于 Club Med 的直接或全部原因造成的对于甲方和/或其团员造成的损失，甲方和其团员同意通过向有关保险公司申请理赔来解决损失补偿且 Club Med 将协助甲方和其团员向有关保险公司进行理赔。在任何情况下，甲方和其团员均不得就同一项损失事由重复主张权利。甲方应当将本协议项下的责任条款内容如实告知团员并将确保其团员履行该等义务。

- 6.4 Any failure to comply or delay in complying with these terms and conditions by Club Med which is caused by Acts of God; strikes, boycott or industrial action or dispute; action in compliance with any act, regulation, ordinance, by-law or permit or with any lawful direction, order or request of any responsible authority or court; or any other cause whatsoever reasonably beyond the control of Club Med does not give rise to any claim by Party A against Club Med.

任何由于不可抗力，罢工、抵制、劳工行动或纠纷，符合法律条文、规则、法规、细则或被允许或有合法目的的活动，应职能部门或法院要求或命令，以及其他合理的超过 Club Med 控制能力范围的因素引起的未能履行或未能及时履行 Club Med 应尽义务的情况，甲方无权向 Club Med 提出索赔或起诉。Club Med 应在事件发生后 5 天内书面通知甲方。

- 6.5 Party A shall ensure that all the activities it organizes/conducts within the Village comply with applicable Chinese law and regulation and shall be liable for all liabilities arising from its breach of such obligation.

甲方应当确保所有其在度假村内组织或举办的活动内容均遵守中国法律法规并承诺承担因为违反该项义务的所有责任。

## **7 BOOKING TERMS AND CONDITIONS**

### **预订条款和条件**

- 7.1 Save as otherwise provided under this Agreement, Club Med's standard booking terms and conditions shall apply to this Agreement for Party A and each of the Participants.

除本协议另有约定外， Club Med 标准的预定条款和条件应当适用本协议并对甲方及其团员具有约束力。

- 7.2 15 days prior to the commencement of the Period, a copy of final room & transportation information list must be forwarded by Party A to Club Med by email in accordance with the format provided by Club Med which includes the following details:

在独家租用期开始日的 15 天之前，甲方需以邮件方式根据 Club Med 提供的格式告知最终完整的住宿和交通接送安排情况，此列表应包含如下信息：

- (a) Full names as Passport or the identity document 护照或人员所在国身份证件上的全名
- (b) Gender 性别
- (c) Date of birth 出生日期
- (d) Identify card number or passport number 身份证号码或护照号码
- (e) Rooming arrangements – twin-sharing / king-size 入住房间类型（双床/单床房间）
- (f) Arrival and Departure information including round trip flight 详细抵离度假村的方式和信息，包括返程航班的信息
- (g) Application and cost of visa to China (if has) is at Party A arrangement and at its costs. 中国签证费用(如有)由甲方自行承担安排。

## **8 PRICE AND CONDITIONS OF PAYMENT**

### **价格以及支付条件**

- 8.1 The price and payment terms are set out in the Invoice. If the pax as agreed in the Invoice increases, the additional charge should apply and the cost shall be agreed by Club Med and Party A. Transportation fee will be calculated if needed.

费用和支付方式详见确认书。如果确认书中确认的人数有所增加,将产生附加费用,费用应该得到 Club Med 和甲方双方认可。机场到度假村往返接送费用如果需要需另计。

- 8.2 For the avoidance of confusion, should the actual and final number of participants be less than the expected attendance as agreed in the Invoice, the guaranteed amount as agreed between Party A and Club Med shall still be payable in full by Party A.

为避免争议,最终实际的团员人数如果低于确认单中确认的,甲方仍全额支付甲方和 Club Med 协商一致的保证金。

- 8.3 The precise number and names of the Participants shall be notified in writing by Party A to Club Med at least 15 days before the departure date.

准确的团员数字和名单应由甲方在其出发前至少 15 天前书面通知 Club Med。

- 8.4 If payment of the non-refundable deposit is not made by the due date, this Agreement shall be terminated immediately and neither Club Med nor Party A shall have any further obligation to the other.

如果不可退回的保证金未能及时支付,本协议立即终止,立约双方 Club Med 和甲方均不再对对方有进一步的责任。

- 8.5 If payment of instalment of the balance is not made by any of the due dates then Club Med shall be entitled to terminate this Agreement by notice in writing and the cancellation provisions of this Agreement shall apply without prejudice to Club Med's rights under applicable law including but not limited to recovering any additional losses caused by Party A's breach.

如果有任何一笔剩余的分期支付的款项未能及时支付,Club Med 将有权以书面通知的方式终止本协议。在不损害 Club Med 获得适用法律项下补偿权利(包括但不限于寻求任何额外的损失)的基础上,本协议规定的取消条款自动生效。

- 8.6 Payments shall be made to Club Med in RMB to the following bank account: Shanghai Club Med Holidays Travel Agency Co., Ltd.

款项需以人民币支付入以下账户:上海客美德假期旅行社有限公司

Bank details /银行信息

Bank/银行:广发银行股份有限公司上海分行营业部

Account Name/户名:上海客美德假期旅行社有限公司

Account Number/账号:9550880207763500269

Any incidental charges incurred at the Village shall be settled by cash or credit card directly at the Village prior to the completion of the Period.

任何其他在度假村发生的额外费用可以用现金或信用卡在独家租用期届满前在度假村直接结清。

- 8.7 Party A can submit the request to Club Med to issue fapiao after Party A check out the Village. Club Med will issue fapiao to Party A under the category of “travel service\*accommodation fee” or “travel service\*MICE service fee” within 10 days upon receiving Party A’s request. In case Party A has other add-on services, Club Med will issue fapiao under the category of “travel services”.

当甲方出行归来后，可向 Club Med 提出开票申请，Club Med 将在收到甲方申请后 10 个工作日内向甲方开具名目为旅游服务\*住宿费或者旅游服务\*团费的发票。如甲方增加其他增加的个性化服务，Club Med 将在旅游服务大项明目下开具发票。

## **9 EXTRA SERVICES**

### **额外服务**

- 9.1 Club Med will provide quotations for such extra services as excursions, cocktails, gala dinners, coffee breaks, etc. (subject to availability). To secure such extra services, Party A shall notify Club Med of its requirements in writing at least 30 days prior to the commencement of the Period. Any extra services ordered by Party A locally at the Village shall be subject to availability and reasonable notice. Such extra expenses will be verified by both parties after Period and pay within 14 working days after the Period. For the purpose of ensuring proper authorisation, Party A shall notify Club Med no later than 14 days prior to the commencement of the Period of the names of those individuals who are authorised to make requests on Party A’s behalf on site.

Club Med 将为额外服务提供单独的报价单，包括村外旅游、鸡尾酒、特色晚宴等可提供的额外服务。为保证甲方所需服务均能正常提供，甲方须在独家租用期起始日前至少 30 天将具体需求书面通知 Club Med。其他甲方在度假村现场提出的额外服务要求，应取决于度假村是否有能力提供这种服务并是否提出了合理的通知。上述服务产生的额外费用应由甲方承担，并在独家租用期结束后 14 天内完成付款。出于保证适当的授权需要，甲方应在独家租用期起始日前的至少 14 天将其确认授权的，能代表甲方在现场提出要求的授权代表名单告知 Club Med。

- 9.2 Any amendments to invoices resulting from an alteration in Party A’s requirements, which have been agreed between Club Med and Party A at the Village, will be invoiced separately and payable within 5 working days after the Period.



在度假村现场,应甲方要求并经立约双方同意的甲方请求的内容变更,而导致的总金额的变动,其变动部分应单独开具发票,在独家租用期结束后 5 个工作日内结算。

- 9.3 Club Med shall try to accommodate changes to bookings for extra services provided sufficient notice is given. Club Med reserves the right to charge Party A for any expenses incurred and refunds of extra services booked at Club Med's discretion.

在 Club Med 收到有关额外服务预订的变更的及时通知后,应尽力协调安排与原有预约内容不同的额外服务事宜。Club Med 保留按照其意愿向甲方收取和退还有关额外服务的费用。

## **10 LIST OF PARTICIPANTS/NAME CHANGES/CURTAILMENT**

### **团员名单/名单变更/取消**

- 10.1 Party A shall provide a full list of the personal information of the Participants as described in section 7.2 hereinabove to Club Med at least 15 days before the commencement of the Period.

甲方需在独家租用期起始日前至少 15 日前向 Club Med 提供此次团员的如前文第 7.2 条所描述的个人信息。

- 10.2 If one or more Participants cancel or curtail their stay after arrival at the Village, no refund will be made.

如有团员到达后取消或者减少他们停留在度假村的时间, Club Med 不做任何退款。

## **11 CANCELLATION AND CHANGES**

### **取消及变更**

- 11.1 All cancellations must be notified Club Med in writing.

所有的取消信息必须以书面形式告知 Club Med。

- 11.2 The deposit payment made to secure confirmation of group booking will be forfeited in the event of any cancellation of booking. The detailed cancellation policy is as set out in the Invoice.

如果预订取消,团队预订时支付的用于确认预订的保证金不予退还。具体的取消政策详见确认单。

- 11.3 Club Med recommends that suitable insurance should be affected by Party A to cover cancellation costs.

Club Med 建议甲方可为取消预订手续费的金额而事先办理合适的保险。

- 11.4 For any amendment of Participants, Club Med requires such amendments to be in writing and documentation charge will be imposed.

如果团员名单有变更，需向 Club Med 提供书面变更通知并交纳资料变更费用。

- 11.5 In case of Force Majeure Event or any of the following situations related to Covid, both Parties can reach mutual consensus and Party A can choose to cancel or postpone the RAV.

如出现下述任一新冠疫情相关情况，双方可以达成一致，甲方可以选择取消或延期包村。

- 1) Within 30 days before the RAV, the Participants are unable to travel due to the prohibition of travel at the place of departure (excluding the situation that they can travel by providing nucleic acid certificate), causing more than 50% of the Participants cannot participate the RAV.

包村开始前 30 天内，因出发地禁止出行导致团员无法出行（不包括通过提供核酸证明即可出行的情况），造成超过 50% 的团员无法参与本次包村活动；

- 2) Due to the Participants' own reasons, they must be subject to quarantine 48 hours before departure or within 48 hours after arrival, causing more than 50% of the Participants cannot participate the RAV (excluding the case that they can travel by providing nucleic acid certificates).

因团员自身原因在出发前 48 小时或到达后 48 小时内必须接受隔离，造成超过 50% 的团员无法参与本次包村活动（不包括通过提供核酸证明即可出行的情况）；

- 3) Within 30 days before the RAV, the local government of the Village issued a ban on holding large gatherings, resulting in the inability of the Village to provide normal accommodation and catering services to groups.

包村开始前 30 天内，度假村所在地政府发布禁止举行大型集会活动，导致度假村无法向团队提供正常的住宿和餐饮服务。

- 11.6 If Party A chooses to postpone the RAV due to Covid, Party A needs to compensate CLUB MED's losses for the cancellations. The compensation amount will include the following:

如甲方因疫情选择推迟包村活动，甲方需要赔偿 CLUB MED 遭受因取消带来的损失。  
赔偿金额将包括：

30 days before RAV, free cancellation (all-inclusive and other add-on services)

30 天以上免费取消

15-29 days before RAV, 10% of the total price (all-inclusive and other add-on services)

15-29 天取消，总费用（一价全包+个性化服务）10%

8-14 days before RAV, 20% of the total price (all-inclusive and other add-on services)

8-14 天取消，总费用（一价全包+个性化服务）20%

0-7 days before RAV, 30% of the total price (all-inclusive and other add-on services)

0-7 天取消，总费用（一价全包+个性化服务）30%

PARTY A postpones the RAV due to Covid, the original payment will be converted into prepayment for next reservation after deducting the necessary cost as mentioned above. CLUB MED will provide a new quotation for the next RAV.

甲方因疫情推迟包村，原付款在扣除上述所列的必须费用后转为下次预订的预付款。  
CLUB MED 将为下次包村提供新的报价。

If Party A chooses to cancel the RAV completely, all the payment that PARTY A paid to Club Med will not be refunded.

如甲方选择彻底取消包村, 支付给 Club Med 的所有费用不予退还。

## **12 GM Information**

### **客户资料**

- 12.1 Party A acknowledges that it will access to the personal data of the Participants during the term of this Agreement. Party A agrees and acknowledges that all client data-base includes personal data relating to individuals and that processing of such data is governed by local and European Union legislation. Party A further agrees and acknowledges that Club Med S.A.S is the “Controller” (as defined in 2016/679/EU – General Data Protection Regulation and, when applicable, in the EU regulation on the protection of individuals with regard to the processing of personal data) of all such personal data, to the extent that such directive applies to processing of data by the Parties.

甲方承认合同期间其将会接触到团员的个人资料。甲方同意并承认, 客户资料包括个人资料, 对该等资料的处理受到当地和欧盟立法的管辖。甲方进一步同意和承认, Club Med S.A.S 是所有该等个人资料的“控制方”(定义见(欧盟)2016/679《一般数据保护法规》, 以及, 如适用, 欧盟有关个人资料处理的个人保护法规), 前提是该等指令适用于双方对资料的处理。

- 12.2 Party A shall ensure that it complies with all applicable laws in relation to the client data-base.

甲方应确保其遵守所有与客户资料相关的适用的法律。

## **13 PERSONAL DATA PROTECTION**

### **个人数据保护**

- 13.1 Under this Agreement, Club Med will collect the personal data of the Participants in order to perform its obligations to the Participants. Such personal data will be used only for the abovementioned purpose and Club Med will keep such personal data strictly confidential. The use of such personal data will be strictly applicable to relevant laws and regulations. In addition, Club Med will take appropriate technical and organizational measures to protect such personal data from unauthorized or accidental damage, accidental alteration or loss, and unauthorized access or disclosure.

本合同项下, 为了履行 Club Med 对预订客户的义务, Club Med 将会收集预订客户的个人数据, 该等个人数据将只用于上述目的, 且 Club Med 将对该等个人数据严格保密。

Club Med 对该等个人数据的使用将严格适用相关法律法规的规定。此外，Club Med 将根据适用的法律规定，采取相应的技术措施和组织措施，保护该等个人数据不被非法或意外破坏、意外变更或丢失以及在未经授权的情况下被访问或公开。

## **14 GENERAL PROVISIONS**

### **一般性规定**

- 14.1 NOTICES: Notices, to be given by either Party to this Agreement, shall be in writing and addressed to the other Party at its address at the beginning of this Agreement. Notices of cancellation shall be sent by first class pre-paid recorded delivery express courier or registered post. Other notices and invoices may be sent by ordinary prepaid post.

告知函：本协议任一立约方给予其他立约方的告知通知，应以书面形式送达其在协议开头注明的地址。预订取消告知函应由发出方，以预付费形式，通过信誉良好的物流机构送达或以挂号信方式送达。其他告知函或发票可以以普通预付费邮件发出。

- 14.2 NO SET OFF: All payments due to Club Med under this Agreement shall be made in full without any deduction, retention or set-off. In the event of any dispute between Party A and Club Med in the course of which Party A seeks to maintain that it has any right of set-off or any counterclaim, such claim by Party A shall not affect Club Med's entitlement to immediate payment of sums due to it or which are held to be due to it.

不抵扣：所有依据本协议须支付给 Club Med 的款项应不受任何扣除、留存或抵扣而得到全数支付。如立约双方之间针对甲方认为需要抵扣或反诉的权利存在争议，则这类由甲方提出的申诉对 Club Med 立刻获得其应收款项不存在任何影响。

- 14.3 ENTIRE AGREEMENT: This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

完整协议：本协议涵盖立约方之间依据主要条款达成的所有的约定，并取代立约方先前的协议及一致意见。

- 14.4 SEVERABILITY: If any provision(s) of this Agreement is finally held by a court or arbitration panel of competent jurisdiction to be unlawful, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intent of the Parties can be enforced.

可分性：如果本协议任何条款被拥有管辖权的法院或仲裁庭最终认定为不合法，则在双方意图能够得以实施的范围内，本协议其余条款继续保持充分的效力。

- 14.5 ASSIGNMENT: The rights and obligations of Party A under this Agreement cannot be assigned, encumbered or otherwise dealt with and Party A shall not attempt, or purport, to do so without the prior written consent of Club Med.

转让：未经 Club Med 事先书面同意，甲方在本协议下负有的责任和享有的权利不得转让、抵押和处置，或甲方不试图进行该等行动。

- 14.6 MISCELLANEOUS:

其他：

- (a) Time shall be of the essence for payment of all sums due from Party A under this Agreement.

所有本协议项下应由甲方承担的款项都附有时限规定且时间限制至关重要。

- (b) In the event of cancellation by Party A, Club Med shall be under no obligation to mitigate its losses.

在甲方取消预订的情况下，Club Med 不承担甲方的减损义务。

- 14.7 Governing Language: the Agreement is written in both Chinese and English. Should any conflict occur between Chinese and English versions, the Chinese version shall prevail.

适用语言：本协议使用英语和中文。如果发生歧义，以中文版本为准。

- 14.8 GOVERNING LAW: This Agreement is construed and governed by Chinese law.

适用法律：本协议受中国法律管辖，并据此进行解释。

Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Shanghai International Arbitration Center (SHIAC) under the Shanghai International Arbitration Center Administered Arbitration rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Shanghai. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in both English and Chinese. The Parties undertake to uphold the arbitral award as final, and it shall be available to either of the Parties to obtain enforcement of the rendered award from any competent courts.

凡因本协议产生的或与本协议有关的任何争议、分歧或权利主张，包括本协议的存在、效力、解释、履行、违约或终止，或由于本协议产生的或与此相关的非合同义务的任何相关争议，均应提交上海国际仲裁中心（SHIAC），由其按照提交仲裁通知时有效的《上海国际仲裁中心仲裁规则》通过仲裁作出终局解决。仲裁地点为上海。仲裁庭

由一名仲裁员组成，由双方共同指定，仲裁语言为中英文。双方承诺，仲裁裁决为终局裁决，任一方均可向有管辖权的法院申请执行该裁决。

- 14.9 During the friendly consultation and arbitration procedure, the Agreement shall continue to be performed by both Parties except for the matter(s) in disputes.

在友好协商及仲裁期间，除争议事宜外，本合同应当由双方继续履行。

- 14.10 In the event of the unsettled matters of this Agreement, an amendment shall be signed by duly authorised representatives of the Parties.

未尽事宜，协议双方有效被授权人应当签署一份本协议的补充条款。

SIGNED on behalf of 代表以下机构签字

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



**General Manager**

**总经理**

Date:

日期:

signature 签字

SIGNED on behalf of 代表以下公司签字

Shanghai Club Med Holidays Travel

Agency Co., Ltd 上海客美德假期旅行社

有限公司



**Director of the Board& CEO of  
China Business Club Med**

**Club Med 董事兼中国业务 CEO**

**Mr. Andrew Xu**

**徐秉璜 先生**

Date:

日期:

signature 签字

## Appendix I: Confirmation 附件 1: 确认书

# Meetings & Events

by Club Med

## Confirmation 确认书

Payer 付款方: 康辉集团北京国际会议展览有限公司 From 制单人: Cherry Li Tel: 18515910662

Village 度假村: Club Med Sanya-三亚度假村 Confirmation No. 确认号:

Pax 人数: 450.00

Duration 度假时间: 2022.9.1-4 3.00 Nights

Thank you for your booking enquiries. We are glad to confirm: 感谢预订, 现确认如下:

|               |     |            |            |   |
|---------------|-----|------------|------------|---|
| 支付金额:         | RMB | 定金         | 927,500.00 |   |
| 到期日:          |     | 18/Jul/22  |            | Otherwise booking will be cancelled automatically |
|               |     | 2022年7月18日 |            | 如款项未及时到账, 预订将被自动取消                                |
| 支付金额:         | RMB | 924,185.00 |            |   |
| Deadline 到期日: |     | 1/Aug/22   |            | Otherwise booking will be cancelled automatically |
|               |     | 2022年8月1日  |            | 如款项未及时到账, 预订将被自动取消                                |

请贵公司将款项支付至以下帐户 (人民币)  
 账户名称: 上海客美德假期旅行社有限公司  
 银行账号: 9550880207763500269  
 开户行: 广发银行股份有限公司上海分行营业部

### Price Breakdown 价格详解

Total Payable: Total package cost + Tailor-made Service fee

1851685.00

应支付总价: 总度假费用 + 个性化服务费用

### 1) Total Package cost 总度假费用:

| Trip Duration<br>(住宿日期)  | Room Type<br>(住宿房型)       | Land Package<br>(村内度假费用) | x | >> | Dst Land Package<br>(折扣后村内度假费用) | + | Transfer<br>(接送费) | x | PAX<br>人数/房间数 | = | Total<br>合计  |
|--------------------------|---------------------------|--------------------------|---|----|---------------------------------|---|-------------------|---|---------------|---|--------------|
| 1-4 Sep 2022             | RAV<br>度假村内所有可用房间<br>一价全含 | 1,750,000.00             | 1 |    |                                 |   |                   |   | 450           |   | 1,750,000.00 |
| Total package cost 总度假费用 |                           |                          |   |    |                                 |   |                   |   |               |   | 1,750,000.00 |

### 2) Discount 折扣:

|             |    |            |  |
|-------------|----|------------|--|
| Discount 折扣 | 8% | 140,000.00 | Agency Discount is only on total package cost.<br>只为总度假费用支付折扣。 |
|-------------|----|------------|--|

### 3) Tailor-made Service 个性化服务费用

|      | Price breakdown 价格详解 | Total 总价 |
|------|----------------------|----------|
| 草坪场租 | 草坪场租20000/8小时        | 20,000   |
| 特色晚宴 | 特色晚宴500*450人=225000  | 225,000  |
| 考察费用 | 6月08日考察费用3315        | -3,315   |
|      |                      | 241,685  |

### Cancellation Policy 取消条款

#### 有损取消

1. 团队出发前30天 (含第30天) 要求取消, 收取全团总金额45%的取消费 (房间+一价全含), 定金不予返还, 可用于未来3个自然月内Club Med 国内度假村团队预订
2. 团队出发前7-29天 (含第29天) 要求取消, 收取全团总金额80%的取消费 (房间+一价全含)
3. 团队出发7天内 (含第7天) 要求取消, 收取全团总金额100%的取消费 (房间+一价全含+个性化服务)

### 发票

因旅游产品的特殊性, 您的团队发票将在全团出行退房后5-10个工作日内由您的预定销售为您开具受理

### Notice 友情提示

- 1) Please kindly check your passport that it should be with a validity of more than 6 months from the arrival date, and a visa where required depending on citizenship. 你所持有的护照需满足6个月有效期以及必要的签证

2) Check-in time is after 15:00 on arriving day. 入住时间为下午15:00以后。

3) Please check carefully the other sheets which belongs to this confirmation and complete fully the necessary forms and get full

4) For further enquiry, please feel free to contact us at (21) 6197 2986, or log on our website: www.clubmed.com.cn