



Kempinski Hotel
Hangzhou

CHINA

杭州远洋凯宾斯基酒店

Company Name : Comfort Group (Beijing) International Conference and Exhibition Co., Ltd.
公司名称 康辉集团北京国际会议展览有限公司
Contact Name : Cao Yuan
联络人 曹园
Phone Number : 188 1010 5420
联络电话
Fax Number : /
联络传真
E-Mail Address : /
电子邮箱
Subject : Comfort Group (Beijing) International Conference and Exhibition Co., Ltd.- ClinChoice Meeting
主题 康辉集团北京国际会议展览有限公司代理昆翎会议

Dear Ms. Cao
尊敬的曹女士,

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

We would like to thank you very much for accommodating your guests and hosting your upcoming event in our hotel on 23 March, 2023. We truly appreciate your support.

我们深感荣幸承接贵公司即将于 2023 年 03 月 23 日举办的活动。我们由衷地感谢对酒店的支持!

Please find our letter of agreement for your perusal and approval. Please advise acceptance by 17 March, 2022, so that we may proceed with the necessary arrangement.

请查收并详细审阅我们为贵公司本次活动准备的协议书。如您接受所附协议书, 请您在 2023 年 03 月 17 日之前签字、盖章确认并回传给我们, 以便我们能做及时而必要的准备。

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

尊敬的曹女士, 如您有任何疑问和进一步要求, 敬请通过以下联系方式告知。

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

我们真诚期待与贵公司的合作, 以确保协助贵公司成功举办即将到来的活动。

Yours Sincerely,

顺祝
商祺

Valora Wang 王欣
Senior Groups & Events Manager 高级团队会议经理
Kempinski Hotel Hangzhou 杭州远洋凯宾斯基酒店
Tel 电话: +86 571 8809 3333
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kempinski.com/hangzhou Hoteliers since 1897
A member of Global Hotel Alliance-GHA.com

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Comfort Group (Beijing) International Conference and Exhibition Co., Ltd. (Hereon refer to the "Company") and Kempinski Hotel Hangzhou (Hereon refer to the "Hotel") have agreed to the functions (Hereon refer to the "Events") to be held at the Kempinski Hotel Hangzhou and come to the terms described within.

康辉集团北京国际会议展览有限公司（以下简称公司）和杭州远洋凯宾斯基酒店（以下简称酒店），就 2023 年 03 月 23 日在杭州远洋凯宾斯基酒店的会议预定（以下简称活动）达成协议如下：

EVENT SCHEDULE 活动及用餐安排：

Date 日期	Function Description 活动 详述	Start - End Time 起止 时间	Function Space 活动场地	Set Up 场地布置	EXP 预计 人数	GTD 保证 人数	Price 价格
23 March 2023 2023年03月23日	Buffet Lunch 自助午餐	12:00 - 14:00	Kitchen@K 全日餐厅	Existing 现有摆台	60	60	CNY 258 net / person 人民币258元净价/位
	Half Day Meeting 半天会议	13:00 - 18:00	Space 1 空间1	Classroom 课桌式	60	60	CNY 15,000 net 人民币15,000元净价
	Buffet Dinner 自助晚餐	17:30 - 20:00	Kitchen@K 全日餐厅	Existing 现有摆台	60	60	CNY 300 net / person 人民币300元净价/位

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

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

- All rates quoted above in Chinese Yuan (CNY) and in this contract are inclusive of service charges and value-added tax and rates are non-commissionable.
以上均为人民币报价，包含服务费及增值税，无返佣。
- Provide the audio system, 2 microphones & 1 podium & 2 flip charts;
提供会议音响系统，2个麦克风，1个讲台和2个翻页板；
- Provide reception table, paper, pencil and local mineral water;
提供签到台，纸笔和本地矿泉水；
- Provide LCD guide;
提供会议室电子指示牌；
- All outside foods and drinks brought by guest (include fruits, refreshments and fast foods etc.) are not allowed.
谢绝所有客人自带一切外来食品（包含水果、点心和快餐等）进入酒店食用。

GUARANTEE ATTENDEES 会议及餐饮保证出席人数：

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

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

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

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

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

If the Client installs his/her own electrical systems and equipment the Hotel can request that they are inspected by a competent third party agency of the Hotel's own in-house electricians and that the Client submits the technical test certificate to the Hotel immediately and without being prompted.
如果客户安装了自己的电气系统和设备，酒店可以要求一名称职的酒店电工推荐第三方机构其进行检查，并要求客户无事先通知的情况下，立即向酒店提交技术测试证书。

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

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

The Hotel provides internet access to the Client free of charge. The Hotel is solely an intermediary and the Client has no legal entitlement to uninterrupted use and / or any specific data transmission speed of the internet access.
酒店免费为客人提供互联网接入。酒店仅仅只是一个中介机构，客户无权不间断使用和/或对互联网接入有任何特定数据传输速度的要求。

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

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

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

Decorations provided by the Client must comply with fire safety requirements. The Hotel is entitled to request official evidence of this. If this evidence is not forthcoming the Hotel is entitled to remove at the Client's expense material that has already been brought in.
客户提供的装饰物料必须符合消防安全要求。酒店有权要求提供相关消防安全的官方证明。如果该证明无法提供，酒店有权移除客户已购买的装饰物料。

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

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

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SMOKING FORBIDDANCE 禁烟提示

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

根据政府政策相关条例规定，不允许在酒店公共区域和宴会及会议室内吸烟。

ESTIMATED REVENUE 预期消费额:

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

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

Estimated Other Revenue (Meeting room rental, Food & Beverage): 预计的其它收入（会议室场租&餐饮）:	CNY 48,480
Total Revenue: 总收入:	CNY 48,480

PRICES, PAYMENT 价格、付款

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

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

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

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

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

PAYMENT 付款	AMOUNT (CNY) 金额 (人民币)	DUE DATE 期限
Full Deposit 全款	100% of Estimated total revenue as deposit, CNY 48,480 本协议预计总金额的 100%，即人民币 48,480 元	03 月 17 日前 Before Group Arrival 7 days
Final Payment 最终付款	The fully payment needs to be paid before the group arrival. 在团队到店之前支付全款。	The final payment will be subject to the actual consumption amount. 最终付款以实际消费金额为准

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For payment transfers to the Kempinski Hotel Hangzhou:
支付转移到杭州远洋凯宾斯基酒店的账户:

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

Please advise your remitting bank to include a message to notify the hotel immediately upon receipt of the remittances.
请在收到相应汇款凭证之后, 立即通知并发送至酒店。

EVENT CANCELLATION POLICY 活动取消条款

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

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

SPECIAL CANCELLATION POLICY 特殊退改政策

Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations is delayed, reduced or prevented by reason of any act of God, fire, natural disaster, communicable disease, accident, act of government, banned travel, or unforeseen occurrence beyond the control of such Party ("Force Majeure"), which reason could not be foreseen at the time of contracting and there had been no reasonable cause to take action for preventing or mitigating the force majeure reason, provided that such Party gives the other Party written notice thereof promptly with proof that the force majeure reason was directly affecting the attendee and uses its good faith efforts to continue as a smaller event without attrition damages or allowing the meeting (with same or greater size) to be postponed to a future date within 12 months from cancellation date subject to mutual approval and without liability, with all group costs and paid deposits transferred to the rescheduled date. Hotel shall only accept proof from public and official sources (e.g. official travel restrictions issued by the Ministry of Foreign Affairs of the country concerned, WHO, Airline Company's notification of cancelling a flight etc.) as authentic. The force majeure event has to hinder at least 40% of the whole group to attend at the event in order for the Customer to be able to refer to this Force Majeure clause. --

本协议任何一方因天灾、火灾、自然灾害、传染性疾病、事故、政府行为、旅行禁令, 或超出该方控制范围的不可预见事件 ("不可抗力"), 且该等原因在合同订立时不可预见并且没有合理措施可以避免或减少不可抗力的影响, 导致协议延迟履行、部分履行或不能履行, 该方应立即向另一方发出书面通知, 证明不可抗力原因直接影响与会人到场, 且尽其善意努力在不产生损失的情况下将会议规模缩小进行, 或会议 (以同样规模或更大规模) 推迟至自取消日起未来 12 个月内的经双方同意的日期, 所有团体成本和已支付的定金将被转移至重新安排的日期, 则不被视为对本协议的违约。酒店仅接受来自公共渠道和官方消息的证明 (如相关国家外交部、世界卫生组织组织发布的旅行限制、航空公司的航班取消通知等)。只有当不可抗力事件导致整个活动至少 40% 的与会者受影响不能参加活动时, 客户才能参考适用本不可抗力条款。

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PROVISION OF SECURITY, OFFSETTING 担保条款、索赔

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

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

GENERAL TERMS AND CONDITIONS 一般条款和条件

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

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

HOTEL'S RIGHT OF WITHDRAWAL 酒店权利的放弃

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

如遇以下情况,酒店有权取消合同:

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

酒店无法控制的不可抗力或其他情况导致无法履行合同;

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

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

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

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

D) The rooms are sub- or re-let without authorization; or
房间未经批准转租或者重新出租;或者

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

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

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

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

We trust the content of this contract meets with your kind approval and we are looking forward to welcoming you and your company to Kempinski Hotel Hangzhou. Thank you.

我们非常荣幸能有机会与贵公司合作,并热忱地欢迎贵公司的客人莅临杭州远洋凯宾斯基酒店!

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