

## THE LANGHAM

SYDNEY

Thursday, 17 August 2023

Organiser Name: Marco Ma  
 Company Name: COMFORT INTERNATIONAL MICE SERVICE CO.,LTD.  
 Contact: Marco Ma  
 Address: 北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室  
 Room 1510, 15 / f, ruchen international  
 center, no13 nongguannan road, chaoyang, BEIJING,

Dear Marco,

We are delighted COMFORT INTERNATIONAL MICE SERVICE CO.,LTD. has chosen the Langham, Sydney as the venue for your group accommodation. We are pleased to offer the following services and facilities, subject to the terms and conditions set out in this Agreement:

The offer set out in this Agreement will be open for acceptance by the Organiser for 7 days from issue, after which the offer shall be withdrawn and the Hotel shall be entitled to cancel all arrangements made by the Hotel to date for the Group (if any) without further notice to the Organiser.

Please indicate your acceptance by initialling all pages including the enclosed General Terms and Conditions, and signing on the execution page of both original sets of this Agreement and return one set to the Hotel. The duly executed Agreement must be received by the Hotel on or before Thursday, 24 August 2023 failing which the offer shall lapse.

Rest assured your guests will have an inspiring experience at Sydney's most exclusive address:  
 The Langham, Sydney.

Kind Regards,

Harry Bevan  
 Sales Executive  
 +61 (2) 8248 5215  
 harry.bevan@langhamhotels.com



The Langham Sydney | 89-113 Kent Street, Sydney, NSW 2000, Australia

T +61 (2) 9256 2222 | F +61 (2) 8248 5205

Langhamhotels.com/Sydney

THE LANGHAM

SYDNEY

AGREEMENT

BETWEEN

NSW Hotel Management Pty Ltd

TRADING AS

THE LANGHAM SYDNEY  
("HOTEL")

AND

COMFORT INTERNATIONAL MICE SERVICE CO., LTD.  
("ORGANISER")

FOR

HI-MICE September Room Block  
("GROUP")

ON

Monday, 11 September 2023 to Friday, 15 September 2023

Organiser's initials \_\_\_\_\_

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## THE LANGHAM

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## ACCOMMODATION

Your guests will sleep blissfully and awake refreshed at The Langham, Sydney.  
 We are delighted to offer you this special rate for accommodation during your residential Group.

The Hotel is currently holding the following accommodation rooms on behalf of HI-MICE September Room Block ("Guest Rooms")

## ROOM BLOCK

		Mon 09/11/2023		Tue 09/12/2023		Wed 09/13/2023		Thu 09/14/2023	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
<b>Deluxe City King (GLK)</b>	S	10	\$460.00	23	\$460.00	13	\$460.00	13	\$460.00

**TOTAL – ACCOMMODATION** \$27,140.00

Please note that all rates are commissionable at 10% and per room per night, inclusive of breakfast for one in Kitchens on Kent  
 Rates including in-room Wi-fi

## COMMISSION

Overseas agents: The accommodation rate (room only) is exclusive of 10% GST and is 10% commissionable to Comfort International M.I.C.E. Service Co., Ltd

\*The Breakfast rate component of \$35 is non-commissionable either packaged or not included in the room rate.

## BREAKFAST

The Hotel is delighted to offer any additional full breakfast in Kitchens on Kent at \$35.00 per person charged on consumption.

Please note Kitchens on Kent has limited availability due to busy breakfast periods. It is recommended for larger groups with early starts or early departures to take this into consideration when planning the Group. Should the Organiser require further assistance, please talk to its sales representative.

## DEPOSIT SCHEDULE

The deposit schedule below indicates the amounts and due dates for the deposits. Adherence to the due dates is necessary to ensure the successful fulfilment of contractual commitments. If the required deposits are not paid by the specified dates, the Hotel reserves the right to either:

- (a) release all or part of the Guest Rooms held; or
- (b) terminate this agreement immediately after giving the Organiser 48 hours' written notice to remedy failure to pay any amount by the due date.

## Deposit Schedule

Payment Due	Payment Amount
First Payment Thursday 24 August 2023 / Upon signing of this Agreement	\$ 13,570.00 inclusive of 10% GST Fifty percent (50%) of the total expected Guest Rooms inclusive of taxes and service charges. The current Guest Room block is now confirmed and is non-refundable if cancelled. Any cancellations will incur a full cancellation fee.
Second Payment Friday 1 September / 8 days	Full pre-payment of remaining anticipated total revenue inclusive of Guest Rooms and all other related Group charges inclusive of taxes and service charges.

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## ATTRITION OF ROOM BLOCK

In the event the Organiser reduces or fails to use the contracted Guest Room block, but does not cancel the entire Agreement, the Organiser agrees to pay the Hotel an Attrition Fee according to the schedule set below:

Attrition Schedule	Attrition Fee
Thursday 24 August 2023 / Upon signing of this Agreement	Upon signing of this Agreement, the initial deposit will become non-refundable. From this date, cancellation of rooms in excess of 20% of the original Guest Room block or the revised Guest Room block, will be subject to a cancellation fee equal to one night's accommodation for every Guest Room cancelled.
Monday 28 August 2023/ at 14 Days	From the 14-day due date, any Guest Rooms cancelled or non-arrivals will be charged at the agreed rate for all Guest Room nights cancelled.

## CANCELLATION OF THE AGREEMENT

The Hotel has kept available for the Organiser the Guest Rooms required for the purposes of the Agreement. The Organiser acknowledges that the cancellation of the Agreement will cause the Hotel to suffer significant financial loss. Therefore, the Organiser agrees to abide by the following Cancellation Policy:

Group Cancellation	
Thursday 24 August 2023 / Upon signing of this Agreement	If the Organiser cancels the Agreement in writing and it is received by the Hotel within 30 days of the Group, the Organiser agrees to pay the Hotel a cancellation fee of One Hundred percent (100%) of the estimated charges as at the date of cancellation.

## GENERAL TERMS & CONDITIONS

### DEFINITIONS

In these Terms and Conditions, references to the "Organiser" means the organiser of the Group and includes, where the context requires, each and any of your directors, officers, employees, agents and contractors and "Hotel" means The Langham, Sydney ABN 93 158 874 410, and where the context requires, includes each and any of its directors, officers, employees, agents and contractors.

### ORGANISER'S OBLIGATIONS

The Organiser will only use the Guest Rooms to the extent, and for the purpose(s) and period(s), set out in this Agreement, and in accordance with the Guest Rooms' intended purpose or any other purposes approved in writing by the Hotel.

The Organiser will ensure that its use of the Guest Rooms complies with any operating requirements notified by the Hotel from time to time, the maximum number of persons allowed to be present at any time at the Guest Rooms as specified by the Hotel from time to time, all provisions of all statutes, regulations, ordinances and bylaws affecting the Guest Rooms or any activity carried on in relation to the Guest Rooms (including any liquor licensing or other requirements), all health and safety requirements and fire safety requirements notified by the Hotel to the Organiser at any time, and any other directions, and instructions that may be issued or given at any time for, or on behalf of, the Hotel regarding the use of the Guest Rooms.

The Organiser will be responsible for all of its property and of those associated with or working on the Group brought into the Hotel's grounds and Guest Rooms (including any contractor or subcontractor engaged by the Organiser) and ensuring the health and safety of its employees, invitees, agents and participants while onsite at the Hotel's facilities and rooms.

### CURRENCY AND GOVERNMENT TAXES

All rates and prices are quoted in Australian dollars (AUD) and are inclusive of 10% Goods & Services Tax (GST) unless specified otherwise. GST is subject to change and is applicable to all goods and services provided by the Hotel. If a payment is made in a foreign currency, the exchange rate calculated will be the Hotel's exchange rate on the date of receipt. In these Terms and Conditions "GST" has the meaning given to it under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

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## CHECK-IN & CHECK-OUT TIME

The Hotel will make every effort to ensure the Guest Rooms are available at the Organiser's time of check-in. However, the Hotel's check-in time is 3:00pm. To guarantee an early check-in, the Organiser is advised to reserve the Guest Rooms from the night prior (subject to availability). The Hotel's check-out time is 11:00am. Late departures are subject to availability and charges may apply.

## EXTRA PERSON

An extra charge of \$80.00 is applicable for a rollaway bed, with a maximum of one rollaway bed per room. Rollaway beds are subject to availability.

## NON-ARRIVAL CHARGE

Should there be a non-arrival for confirmed reservations; full duration of the reservation will be levied as non-arrival charge to the master bill. The unused Guest Rooms for any subsequent night will be released for resale by the Hotel. For any Guest Rooms able to be resold, the Hotel will deduct these from any non-arrival charges payable.

If any of the Organiser's guests and delegates book and are to pay directly to the Hotel, the Organiser will be responsible for the non-arrival charge for those guests who do not provide credit card details upon making the reservation.

## ADDITIONAL CHARGES

Room gift drop	\$10.00 including GST per room
Porterage	\$5.00 including GST per room
Limousine transfers	\$120.00 including GST one way

## COMPLIMENTARY SERVICES FOR OUR GUESTS

Use of heated pool, hot tub and herbal steam room at Chuan Spa  
 Complimentary use of the Fitness Centre  
 Complimentary Wi-fi and high-speed internet (15MBps per device)

## PARKING AND GROUP TRANSPORTATION

The Hotel offers valet parking at the entrance of the Hotel for \$88.00 per day, subject to availability. Please note, due to limited parking spaces, we are unable to guarantee parking to non-residential guests.

Group transport arrangements including arrival time, departure time and Transport Company need to be advised by the Organiser to the Hotel seven days prior to arrival.

## SMOKING PENALTY

The Hotel complies with the requirements of the Smoke Free Environment Act 2000 (NSW) and any statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, which bans smoking in, amongst other areas, enclosed public areas of licensed premises. The Hotel's grounds and facilities are non-smoking. Smoking, vaping or the burning of any material including incense & oil in guestrooms, meeting rooms, restaurants and common facilities of the Hotel are not permitted as they are a fire hazard. The Hotel reserves the right to charge a minimum fee of AUD\$500 to cover the extensive cost of restoring guestrooms and other areas to a smoke-free condition. Smoking is permitted outside the building in designated areas only

## NOISE / GUEST DISTURBANCE POLICY

The Hotel may direct the Organiser and/or any member of its party to leave the Hotel's grounds and facilities immediately if the Organiser's conduct (or the Organiser's guests, delegates or employees) is considered by the Hotel to be inappropriate, is likely to cause harm or impair the enjoyment, comfort or safety of anyone at the Hotel's grounds and facilities; or is in breach of this Agreement.

No refunds or compensation will be given in these circumstances and the Hotel reserves the right not to accept any future bookings from the Organiser or any member of the Organiser.

## HOTEL NAME, LOGOS AND IMAGES

The Organiser may not use any of the Hotel's logos or images in any literature without the Hotel's prior written approval. Such approval to be sought prior to your literature being dispatched for printing. In order for the Hotel to properly consider whether or not to approve such use, please provide a copy of such literature, together with the request for approval.

Organiser's initials \_\_\_\_\_



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## NOT A PENALTY

The parties acknowledge and agree that the amount of the Attrition Fee and the cancellation fee payable by the Organiser (as those amounts are calculated as set out above) are intended to reflect the actual costs and losses incurred by the Hotel in relation to the relevant failure by the Organiser and is not a penalty.

## INSURANCE

The Organiser must obtain any insurances reasonably required by the Hotel, and, if requested by the Hotel, provide evidence of any insurances being in place and that all premiums have been paid prior to the hire of any of the Guest Rooms and the Function Space.

## ANTI-CORRUPTION

Each Party warrants to the other that this Agreement has not been entered into as a result of any bribe or other inducement. In the event that one Party offers (directly or indirectly) any bribe or inducement to the other or any of its employees, agents, or representatives, the party receiving such offer may, without prejudice to its rights and remedies, immediately terminate this Agreement without penalty.

## PRIVACY

In engaging the Hotel to provide the event (and associated accommodation, as relevant), personal details the Organiser supplies:

- (a) may be incorporated into a delegate or guest list for the benefit of all delegates or guests attending the Group;
- (b) will be made available to parties directly related to the Group such as banks for the purposes of processing payments; and
- (c) will also be added to our database in order to liaise and correspond with you.

The Organiser not wish these details to be used in the manner described above, the Hotel may be unable to process your booking.

The Hotel will not pass on your details to any other organisation without the Organiser's permission. From time to time it may be used primarily to provide the Organiser with further information about other events and services offered by the Hotel. Acceptance by the Organiser of these Terms and Conditions will be deemed to constitute consent to the use of personal information as indicated above.

If the Organiser wishes to lodge a comment about the handling of personal information or do not want the Hotel to keep personal information on a database, please contact your Group manager.

## LIABILITY

The Hotel will not accept liability for any indirect or consequential losses, including any loss of profit, loss of revenue to loss of opportunity, arising in any way (including as a result of negligence) except where to do so would contravene any statute or cause any part of this Agreement to be void or unenforceable.

A confidentiality agreement can only be signed by the Hotel's Managing Director or Director of Finance.

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

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

Notwithstanding any contrary provision contained in this Agreement:

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

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## BILLING SET UP

The billing arrangements are as follows:

The following items will be charged to the Master Bill unless instructed otherwise by the Organiser. All charges posted to a Master Bill must be authorised by those persons having signing authority as advised by the Organiser (to be provided to the Hotel no later than 10 business days prior to arrival).

Accommodation Master Bill

The Organiser will specify all charges to be included on the master bill. For example, room, breakfast/meals and miscellaneous items such as valet parking that may be charged back to the Accommodation Master Bill. The Organiser shall notify the Hotel in writing of the list of charges that are to be billed to the Master Account no later than 10 business days prior to arrival.

## SETTLEMENT OF BILLING

The following are the Hotel's billing procedures for the Group:

The full estimated Hotel charges are required in full no later than 7 days prior to arrival. Payment can be made by credit card or bank transfer (direct credit). The Hotel does not accept payment by cheque. If there is any chance of further changes to requirements within the last 7 days, a credit card is essential to guarantee any balance outstanding. The Hotel is happy to simply "pre-authorise" the card for a short period of up to 7 days after the Group in order for the Organiser to make full and final payment into the Hotel's bank account. This pre-authorisation is purely a hold on the card and not a charge. After the 7 days, if no payment has been received by the Hotel, the credit card guarantee on file will be utilised turning the pre-authorisation into an actual charge. The Hotel will provide a secure weblink for payments via credit card.

Group Registration

If the Organiser applies to register as a group, and invoices for individual delegates' incidental charges are unpaid on checkout, it will be the responsibility of the Organiser to guarantee payment.

Payment Details

All rates offered throughout this proposal are in Australian Dollars and should therefore be paid in Australian Dollars. The Hotel does not accept payment by cheque.

Payment by Direct Credit:

Account Name	NSW Hotel Management Pty Ltd
Financial Institution	HSBC
Branch	GF and L1, 271 Collins Street Melbourne VIC 3000
BSB	343-001
Account Number	473-339-163
Swift Code	HKBAU2S

Payment by Credit Card:

If the Organiser is settling its account with a credit card, please note that a merchant fee of 1.50% for Visa, MasterCard and AMEX, 1.75% for China Union Pay and 2.9% for Diners and JCB may apply. The fee is in addition to the total amount payable. Payments by cash, EFTPOS or bank transfer (direct credit) do not attract a fee. The Hotel will provide a secure weblink for payments via credit card.

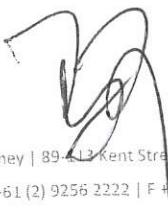
## ACCEPTANCE OF HOTEL AGREEMENT

## CONFIDENTIALITY

All information contained in this Agreement is private and confidential and may not be disclosed to third parties for whatever reason or purpose.

## ACCEPTANCE OF THE HOTEL AGREEMENT

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This Agreement contains the detailed commitments and arrangements to be provided for the Group. To enable the Hotel to provide the service outlined, the Organiser returning this signed Agreement to the Hotel will indicate acceptance of the arrangement. Any changes to these arrangements need to be indicated prior to signing, and both parties must initial changes. The Organiser's obligations pertinent to deposits and cancellations are also embodied in this Agreement. Once this Agreement is signed, any changes must be agreed upon in writing. A copy of this Agreement, duly signed, must be received by the Hotel no later than Thursday, 24 August 2023. The Hotel reserves the right to release all the Guest Rooms and the Function Space held after this time. Please initial each page of this Agreement.

The Organiser agrees to pay the taxes and levies identified in the 'Government Taxes' clause of this Agreement and any other taxes and levies imposed by any governmental agency or local authority, arising after the date of this Agreement in connection with this Agreement or the transaction to which it relates.

**FORCE MAJEURE**

Should any act of God such as earthquake, fire, flood or civil disturbance prevent either the Organiser or the Hotel from carrying out their obligations under this Agreement, neither the Organiser nor the Hotel shall be liable for the non-performance under this Agreement. In the event the Organiser cancels for reasons of Force Majeure all deposits will be refunded except the initial deposit. If the Hotel cancels the Agreement due to Force Majeure all deposits will be refunded, excluding any hard costs such as Food and Beverage Requirements, Audio Visual or other third party costs that are unable to be cancelled where cancellation occurs within three business days prior to the Group.

**GOVERNING LAW**

This Agreement is governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

The contents of this Agreement are accepted. As an authorised representative, I consider all arrangements definite and confirmed as stated herein. The Organiser acknowledges that this Agreement will not be binding on the Hotel until such time as this Agreement is signed in writing by the Hotel.

Acting on behalf of NSW Hotel Management Pty Ltd trading as The Langham Sydney

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

Name: Harry Bevan  
Position: Sales Executive

Date:

**FOR THE ORGANISER**

Signature: 

Name: Marco Ma  
Position: Account Director

Date:

Organiser's initials \_\_\_\_\_

## THE LANGHAM

SYDNEY

89-113 Kent Street  
Sydney, NSW 2000  
Phone: 61292562222 Fax: 61282485205  
ABN: 93158874410

## Deposit Tax Invoice

Date Issued: 17 August 2023

Account:	COMFORT INTERNATIONAL MICE SERVICE CO.,LTD.	Event Dates:	Mon 11/Sep/2023 - Fri 15/Sep/2023
Booking:	HI-MICE September Room Block	Contact:	Marco Ma
Address:	北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室 Room 1510, 15 / f, ruichen international center, no13 nongguannan road, chaoyang BEIJING	Phone: E-mail: Invoice No.:	+86 158 0177 8313 HIM091123

Deposit Due	
Initial deposit amount due in AUD 50% of contracted amount \$27,140	\$ 13,570.00
Includes GST content of	\$ 1,233.64
Due Date	24/08/2023

## Method of Payment

The Hotel's preferred payment methods are direct deposit or credit card. The Hotel does not accept cheque. If settling this invoice with a credit card, please note that a merchant fee of 1.50% for Visa, MasterCard and AMEX, 1.75% for China Union Pay and 2.9% for Diners and JCB may apply. The fee is in addition to the total amount payable. Payments by cash, EFTPOS or bank transfer (direct credit) do not attract a fee. The Hotel will provide a secure weblink for payments via credit card

For Direct Deposits, please note our bank details as follows:

Account Name: NSW Hotel Management Pty Ltd

Bank Name: HSBC

Branch: Ground Fl and L1, 271 Collins Street Melbourne VIC 3000

BSB: 343-001

Account Number: 473 339 163

Swift Code: HKBAU2S

