



Kempinski Hotel  
Chengdu

CHINA

成都凯宾斯基饭店

有关: 2019年7月11-12日会议和餐饮活动合同

About: Agreement for meeting on 11-12 Jul. 2019

公司  
Company 康辉集团国际会议展览有限公司  
Comfort International MICE Service Co., LTD

地址  
Address 上海市浦东新区成山路 800 号云顶国际大厦 11 层 1103 室  
Room 1103, Yunding Int'l Tower, No.80 Chengshan Road, Pudong New District, Shanghai

联系人  
Contacts 陈微微  
Ms. Chen Weiwei

联系方式  
Contact No. ++86 135 6440 3156

尊敬的陈微微小姐:  
Dear Ms. Chen Weiwei:

您好!感谢您选择成都凯宾斯基饭店举办贵公司会议。根据贵方要求及会议安排,我们拟定了以下协议书,并希望得到您的确认。

Thank you very much for your interest shown in the Kempinski Hotel Chengdu. Please find below our initial contract according to your request. It includes the basic information and rates for your catering & meetings.

#### 活动安排

#### EVENTS ARRANGEMENT

活动日期 Date	时间 Time	活动 Function	会议场地 Venue	摆台 形式 Set-Up	保证 人数 GTD	预计 人数 EXP	报价 Rate
2019年7月11日 11 Jul. 2019	16:30- 18:30	自助晚餐 Buffet- Dinner	2 楼 怡时西餐厅 2F Seasons	固定 Existing	150 人 150pax	170 人 170pax	人民币 120 元/位 RMB120/pax
2019年7月12日 12 Jul. 2019	9:00- 12:00	会议 Meeting	5 楼 大宴会厅 2 厅 (450 m <sup>2</sup> ) Grand Ballroom II 5F (450 m <sup>2</sup> )	课桌式 Classroom	120 人 120pax	130 人 130pax	人民币 27,000 元/半天 (免费使用 LED) RMB27,000/half day (free to use LED)
	12:00- 14:00	自助午餐 Buffet- lunch	2 楼 怡时西餐厅 2F Seasons	固定 Existing	90 人 90pax	100 人 100pax	人民币 120 元/位 RMB120/pax
保底消费 Guaranteed Total							人民币 55,800 元 RMB55,800net

酒店确认

*Bethen*

客户确认: \_\_\_\_\_

中国成都人民南路四段42号  
42, 4th Sec., South Renmin Rd.  
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以上价格已包含:

The prices are including:

- 以上价格为人民币报价, 已包含 10%服务费和 6%增值税;  
The above rates are quoted in RMB and include 10% service charge and 6% vat.
- 3 小时停车券, 根据最低保证人数的 20% (根据酒店当日情况而定)  
20% parking voucher for 3 hours, according to confirmed guarantee guest (subject to hotel availability)
- 以上所有订房及报价只适用于此次活动, 将于此合约书签回时开始生效, 若需任何变更或取消, 价格另议并且将视当时宴会厅出租状况而定  
The above rates and function space are extended specifically for this event and only effective upon signing back the proposal. Should there be any changes in number of attendees, the Hotel will review and discuss with the client on revised prices and function space allocated accordingly.

### 会议担保

#### FOOD & BEVERAGE GUARANTEES

主办方须在会议/活动开始前 5 个工作日即 6 月 10 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)。酒店将根据最低出席人数并增加 10% 来准备会议用, 并在每一次实际帐单上分别注明确认的最低出席人数及实际出席人数。确认的最低出席人数不得减少。

The Organizer must provide with the Hotel the final minimum guaranteed attendance of each function no later than 5 working days prior to the scheduled function. (The final minimum guaranteed attendance must be no less than above listed minimum guaranteed attendance Hotel agrees to set 10% over the guaranteed attendance for banquets and to indicate on each food and beverage invoice the number served as well as the number guaranteed. Guarantees of attendance are not subject to reduction. The Hotel will charge to the Master Account, the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.

### 支付和信用

#### PAYMENTS AND CREDIT

贵公司应按下列时间表支付有关款额予本酒店:

The Organiser shall make the following payment to the Hotel according to the schedule set below:

付款期 Payment Due	支付金额 Payment Amount
2019 年 7 月 5 日 05 Jul. 2019	支付客房、餐饮、会议/活动场地租金、影音, 以及其它相关费用总支出(包括服务费及政府税)的 90%。(人民币 50,220 元) 90% (RMB50,220) of the total incurred Guest Rooms, Food and Beverage, Function Room Rental, Audio Visual and all other event related expenses inclusive of taxes and service charges.

酒店确认 Bthm

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此次活动结束当天 At the end day of the event	以信用卡预授权的形式担保客房、餐饮、会议/活动场地租金、影音, 以及其它相关费用总支出(包括服务费及政府税)的余额。 pre-authorization balance of the total incurred Guest Rooms, Food and Beverage, Function Room Rental, Audio Visual and all other event related expenses inclusive of taxes and service charges.
此活动结束后一周内 Within 7 days after event	以对公转账的形式结清本次活动的费用 Balance of the total incurred Guest Rooms, Food and Beverage, Function Room Rental, Audio Visual and all other event related expenses inclusive of taxes and service charges.

如客人通过第三方支付酒店账单, 在酒店收到全部支付款项前酒店仍保有要求客人支付该账单的权利。  
支付转移到成都凯宾斯基酒店的账户:

Where the Company arranges payment of the Hotel account through a third party, the Company shall remain responsible for such accounts until the Hotel has received full payment.

银行名称 Bank Name	中国银行成都科华街支行 Bank of China Chengdu Kehua Street Subbranch
银行账户名字(账户持有人) Bank Account Name (Holder)	成都向阳凯宾斯基饭店有限公司 Chengdu Xiangyang Kempinski Hotel Co. Ltd
银行账号(人民币) Bank account number (RMB)	1225 5147 9901
Swift Code	BKCHCNBJ570

- 用于发票和账单的货币种类需用人民币。酒店根据消费类型开具相应增值税发票。合同中的会议场租(包含投影仪使用)费用开具增值税专用发票, 餐饮费开具增值税普通发票, 税率为 6%  
The currency used in all invoices will be in Chinese Yuan (CNY) / Renminbi (RMB)  
若客人未按照约定付款, 酒店有权利取消预订。  
Hotel shall be entitled to cancel all arrangements while payments are not performed by schedule

#### 会议的取消

#### CANCELLATION POLICY

根据此协议书的条款, 酒店已经按照主办方的要求预留了客房及会议活动场地。此会议/活动的取消, 必将导致酒店蒙受巨大的经济损失。因此, 主办方同意以下取消政策: (若因酒店原因导致活动取消, 酒店应将预付款悉数退还至该公司)

According to the contract, the hotel block the guest rooms and meeting rooms base on the requirement from organizer, if the organizer cancel the event/meeting, it will put the hotel under risk, so, the organizer agree with the following cancellation policy; If reason leading to the cancellation of the activity, hotel advance payment shall be all returned to the company

公司取消/推迟日期

Organizer cancel/delay the event

合同签署当日

The same day sign the contract

活动前 7 天内

公司须支付酒店之赔偿费用

organizer must pay compensation to the hotel

相当于 90%的此次活动总费用。

90% of the total cost

相当于 100%的此次活动总费用

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贵公司未按约支付预付款的, 每逾期一日, 按未付金额的 5% 向酒店支付违约金, 酒店有权从公司先行支付的费用中扣除; 超过 3 日的, 酒店有权单方解除协议。Not according to your company pay the advance payment, about every overdue day, press 5% of the unpaid amount pay liquidated damages to the hotel, the hotel has the right to deducted from fees paid by the company first; More than 3 days, the hotel has the right to unilaterally terminate the agreement.

活动结束后, 贵司未按约付款的, 每逾期一日, 按未付金额的 5% 向酒店支付违约金, 酒店因此向贵司主张权利的, 产生的费用由贵司承担 (包括但不限于诉讼费、律师费、差旅费和赔偿金)。After the activity, the expensive department did not press about payment, each day overdue, according to the 5 % of the unpaid amount pay liquidated damages to the hotel, hotel to advocate for the rights of your company, therefore, the expenses shall be borne by your company (including but not limited to legal fees, attorney fees, travel expenses and damages).

#### 不得转让

#### NON-ASSIGNMENT

贵公司不得把本协议的任何部分转让或转移予任何第三方。

The Organiser shall not assign or transfer any part of this Agreement to any party.

#### 保密

#### CONFIDENTIALITY

贵公司、其董事、职员、雇员及所有代表不得披露或者允许他人披露本协议的条文, 其中的实质内容或任何其它有关酒店视为保密的信息。贵公司应对任何上述人士透露信息承担责任。

The Organizer, its directors, officers, employees and all delegates shall not disclose or permit to be disclosed the provisions of this Agreement or the substance thereof, information relating to the Hotel which is confidential. The Organiser shall be responsible for any disclosure by any of the foregoing persons.

#### 赔偿

#### INDEMNITY

本协议任何一方在此应赔偿并保证对方或任何第三方免于由于协议方或他的授权代表、总裁、雇员、代理人、承包方、成员或参加者, 在履行职务过程中的疏忽或不当的行为所导致的已实际发生或潜在的索偿或法律措施而引起的任何损失、责任、费用或损害。

Each party hereby indemnifies and holds the other and third party planner harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence or misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants, provided such individuals are acting within the scope of their employment.

#### 损坏

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已收到  
2011.11.11





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### Damage

如需要在酒店内进行与此活动有关的任何施工活动，在施工开始之前，双方必须签定责任/免责合同。在合同有效期内，由于会议/活动组织者的原因，或者组织者指定的承包商，对酒店财产造成任何损失的，以及由此引起的任何破坏、损失、赔偿、需求和费用，应全部由会议组织者负担。

Liability Contract must be signed and agreed upon prior the commencing of any work to be carried out within the Hotel's premises. The Hotel has every right to refuse entry to any contractors engaged by the Company, should the Liability Contract is not signed and return to the Hotel in time for the work to be carried out. Should there be any damage to the Hotel property during the contracted period which are directly caused by the Company or by the contractors engaged by the Company, the agreed party shall assumes the entire responsibility and liability for losses, damage, claims, demands and expenses arising during the contracted work period.

### 装饰、布场与撤展

#### Decoration

除非事先征得酒店同意，否则酒店有权拒绝由会议组织者或其承包商擅自在酒店内、外，包括宴会接待区张贴及布置任何横幅、背景牌和指示牌。

The Hotel could assist with the creation of banners and backdrops with a minimum of 10 days' notice. We would forward a quotation once you advise the specifications.

To enable the Hotel to maintain our standard of presentation, we reserve the right to refuse any banners, backdrop or signage that are brought in without prior consent by the Hotel.

主办方将按照与酒店协商的时间进场搭建。搭建过程中应遵守相关安全条例及酒店的各项规定。活动结束后主办方应积极安排相关人员进行撤展并及时清除所有布展物品。若因主办方或主办会指定的承包商之原因造成撤展未能及时结束并影响到酒店的下一场活动安排，主办方或主办方指定的承包商应承担所有责任并进行相关赔偿。

You are kindly requested to ensure that any set-up for props and backdrops installed by your appointed contractors is in compliance with safety and fire regulations prescribed by local authorities. We respectfully regret that we will not be held responsible for any adverse consequence arising from non-compliance.

### 争议解决

#### DISPUTES

本协议未尽之事宜，双方协商解决。未能协商解决，提交原告所在地人民法院裁决。

The parties agree that any dispute in any way arising out of or relating to this contract may be resolved by the local court in Chengdu.

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### 不可抗力

### FORCE MAJEURE

任何一方在履行合同中，因天灾、战争、政府条例、国内动荡局势、火灾、罢工、宗教活动，或者其他签约双方无法控制的不可抗力事件或原因，影响合同条款正常履行及会议的举行，或致使必要的协助成为不可能时，合同可以被修改或终止，且任何一方在提交书面通知给对方后，无须向对方承担任何责任，酒店责任除外。

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other.

### 接受

### ACCEPTANCE

本协议中所提出的要约有效期至 2019 年 7 月 5 日止。贵公司逾期未有接受要约者，本酒店将撤回要约并有权取消为此活动已作的一切安排，而无需通知贵公司。贵公司若接受此协议的条款，请于正副本的每一页(包括附加条款)签名确认，然后将原件交还本酒店。如本酒店未有在上述限期或之前收到正式签署的协议，本协议将失效。

The offer set out in this Agreement will be open for acceptance by the Organiser on 05 Jul.2019 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 Event (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 05 Jul.2019 failing which the offer shall lapse.

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以上内容被下列签署方详细阅读同意后，签字并盖章

All the above has been read understood and agreed to by the below-signed parties with authorized signature & company chop

ON BEHALF OF THE HOTEL

签名:

Signature:

刘应成

Ethan Liu

团队及宴会销售经理

Groups & Events Sales Manager

ON BEHALF OF THE ORGANIZER

签名:

Signature:

姓名:

Name:

职位

Title

熊诗

Louisa Xiong

团队及宴会销售副总监

Assistant Director of Groups & Events

钟盛洪

Larry Zhong

市场销售总监

Director of Sales & Marketing

约纳斯·依林

Jonas Illing

总经理

General Manager



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## 合同附件

### General Terms and Conditions

#### 广告宣传

##### Advertising

除非事先征得酒店正式的书面授权, 否则会议组织者不得将成都凯宾斯基饭店的名称、商标、标识, 用于广告和宣传的素材。同等的条件下, 酒店亦不得将会议/活动组织者的名称、商标、标识用作广告和宣传的素材。

The Company shall not use the name, trademark, logo or other proprietary designation of Kempinski Hotel Chengdu in any advertising or promotional materials without the prior written approval of the Hotel. The Hotel shall accept the same restrictions with respect to the use of the Group's name, trademark, logo and other proprietary designation.

#### 仓储保管

##### Delivery & Condition of Storage

会议组织者如需将有关会议所需材料、设备及装饰品等带入酒店, 须至少提前三天通知酒店。

在库房间内存放的物品存在的任何风险, 由会议组织者承担。酒店不负责留在库房内任何贵重物品和现金的安全。

若会议/活动结束后 7 天, 存放的会议用物品仍然没有被领运, 则酒店有权对滞留物品进行任何处置。

由于在酒店内存放的物品直接或间接导致酒店或第三方遭受破坏或损失, 会议组织者有责任赔偿。

Kindly advise Hotel at least 3 working days in advance the delivery schedule and the size of meeting materials, decoration items or equipment so that arrangements can be made to assist the delivery through the Hotel receiving area. Hotel will fully cooperate with Event organizer for storage issue based on Hotel availability on the event date. Articles are kept in the storage area at the owner's risk and the Hotel shall not be responsible for valuables or money left in the storage. If the articles are not claimed within 7 days after the last day of organized event, the Hotel shall be entitled to dispose the articles in any way it deems fit without any liability whatsoever. The Hotel shall be indemnified by the owner of the articles, for any loss or damage suffered by the Hotel or to any third party, howsoever caused by or in connection with the articles stored in the storage.

#### 火灾/安全规则

##### Fire and Safety Regulations

为了确保酒店客人的安全, 酒店要求会议组织者及其承包商遵守酒店规定, 在任何情况下, 不得阻塞酒店消防通道。另外, 会议场地内任何易燃品的使用和使用的数量都必须在在征得酒店管理方同意后方可使用。参会人数超过 200 人须在酒店所辖区派出所进行报备。

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In order to ensure the safety of our guests, the Hotel requests the Company and any outside contractors hired by the Company to adhere to the Hotel regulations, that the obstruction of any fire escapes inside Grand Ballroom, Junior Ballroom, or any function rooms by seating, stages, equipment and set up etc., are not permitted under any circumstances.

### 保险

#### Insurance

会议组织者必须对会议/活动期间需带入会议场地使用的物品、设备、财物等单独购买保险。在会议/活动期间, 任何情况下以上物品、设备、财物的破坏和损失, 酒店不承担任何责任。

The Company will be obliged to have independent insurance coverage in respect of any equipment/ display items/valuables, etc. brought in by the Company to the venue of the event and the Hotel shall not in any circumstances, be liable for any loss or damage suffered by the Company in respect of such equipment/display items/valuables during the course of the event (including the transportation of the same to and from the venue.)

### 安全保卫

#### Security

酒店将提供正常的安全保卫以确保会议/活动的正常进行。若要安排额外的安全保卫确保贵方会议需要使用的物品及展品的安全, 则由会议组织者自行安排并负责其费用。会议之前或之后使用物品及展品的安全保证由会议组织者自行承担。若需要武装人员参与安全保卫, 则须向当地政府申请, 所需费用由会议组织者自行承担。若有以上安排的要求, 会议组织者应提前通知酒店, 以便提供必要的配合与协助。

The Hotel will provide normal security to ensure orderly running of the event. The Company should at its own cost arrange security to ensure safety of the items displayed/exhibited. The safekeeping of the items to be placed for display/exhibition at all times including prior to and after the event will be the responsibility of the Company. Should armed security guards be involved, the Company has to obtain appropriate license from the local authority at its own cost. Should the above arrangement be required, the Hotel must be informed in advance for necessary co-ordination and assistance.

### 声响

#### Sound Effect

会议活动期间, 若有任何专业的视觉和听觉设备的使用, 应在正式活动开始前, 至少 14 天通知酒店。若音响设备的使用, 在预演时或会议/活动期间, 会对酒店其他会议/活动或客人产生噪音干扰, 酒店有权拒绝或禁止其音响设备的使用。

The Hotel must be notified at least 14 working days prior to the actual event date for use of any professional sound and audio equipment. The Hotel reserves the right to refuse or prohibit the use of the sound equipment anticipated to cause noise disturbance to other functions during rehearsal or on the actual day of the event.

酒店确认

中国成都人民南路四段42号  
42, 4th Sec., South Renmin Rd.  
Chengdu 610041 P.R.C.  
[www.kempinski.com/Chengdu](http://www.kempinski.com/Chengdu)

电话/T +86 28 8526 9999  
传真/F +86 28 8512 2666  
[reservations.chengdu@kempinski.com](mailto:reservations.chengdu@kempinski.com)

客户确认: \_\_\_\_\_

*Kempinski*  
HOTELIERS SINCE 1897





Kempinski Hotel  
Chengdu

CHINA

成都凯宾斯基饭店

### 外带食品

#### Takeaway food

酒店提供多种餐饮选择。酒店恕不接受客人自带食品、水果及各种酒水饮料。如有特殊情况,须提前征得酒店方同意并于三个工作日前填妥<<外带食品免责承诺书>>并交还至酒店方可进行。若因其自带食品、水果和各种酒水饮料造成客人身体不适,酒店方概不负责。(自带食品、水果和酒水在整个活动期间需由活动主办方指派专人进行看管和发放,酒店方仅负责协助。若发生自带食品、水果和各种酒水饮料遗失或部分遗失,酒店方概不负责。希望活动主办方能与酒店方积极配合,遵守国家法律及地方法规和酒店安全规则和上述条款。活动进行时不得以任何方式影响到其他客人和酒店员工的人身、财产安全以及酒店声誉。如有违约行为,酒店方有权立即阻止该行为并停止该活动的进行,并将保留立即终止本计划书/协议的权力,由此造成的所有损失则由主办公司全额承担,酒店无需负责任,并不予退还已缴纳的全部费用;若因此造成任何人身健康损害或财产损失,则应由活动主办方赔偿全部损失及承担相应的法律责任。

Hotel offers a variety of dining options. The hotel does not accept guests bringing their own food, fruits and drinks. If there are special circumstances, the consent of the hotel owner must be obtained in advance and completed << Takeaway Food Stuff Disclaimers >> and returned to the hotel within three working days.

### 公共区域

#### Public Area

酒店公共区域为所有客人共用,所有公共区域禁止进行任何私人活动,如进食、化妆、睡觉等。

除非事先征得酒店同意,否则酒店有权拒绝活动组织者在酒店公共接待区域进行现场布置及礼仪引领及接待。

The public areas are shared by all guests and private activities are forbidden to be engaged in all public areas.

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客户确认: \_\_\_\_\_

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