

Grand Kempinski Hotel Shanghai

康辉集团北京国际会议展览有限公司
21-24 Mar 2021

Shanghai, Tuesday, March 09, 2021

LETTER OF AGREEMENT BETWEEN

康辉集团北京国际会议展览有限公司
AND
GRAND KEMPINSKI HOTEL SHANGHAI (HOTEL)

康辉集团北京国际会议展览有限公司与上海凯宾斯基大酒店销售合同

COMPANY CONTACT 公司联系人	HOTEL CONTACT 酒店联系人
姓名: 马洁 公司: 康辉集团北京国际会议展览有限公司 地址: 北京市朝阳区农展馆南路 13 号瑞辰国际中心 1501 室 电话: +86 138 1008 6995 邮箱: majie@cct.cn	NAME: Ms. Mandy Lu 姓名: 陆静 女士 Hotel: Shanghai Xin Tian Shun Hua Company Limited . (Grand Kempinski Hotel Shanghai) 酒店: 上海新天舜华有限公司 (上海凯宾斯基大酒店) ADDRESS: 1288 Lujiazui Ring Road Pudong 地址: 上海市浦东新区陆家嘴环路 1288 号 TEL: 021-3867 9159 E-MAIL: mandy.lu@kempinski.com

RE: 康辉集团北京国际会议展览有限公司- Haier group
回复: 康辉集团北京国际会议展览有限公司- 海尔团队

GROUP/MEETING DATES: 21-24 Mar 2021
团队/宴会日期: 2021 年 03 月 21-24 日

康辉集团北京国际会议展览有限公司 and **GRAND KEMPINSKI HOTEL SHANGHAI**
agree the following:
康辉集团北京国际会议展览有限公司与上海凯宾斯基大酒店一致同意:

A. GUEST ROOM ACCOMMODATION
住宿安排

Grand Kempinski Hotel Shanghai
No.1288 Lujiazui Ring Road, Pudong, Shanghai
Tel: 86 21 3867 8888 Fax: 86 21 3867 9866
Contract Number: 3076952

Grand Kempinski Hotel Shanghai

康辉集团北京国际会议展览有限公司
21-24 Mar 2021

1. Main Group Dates

主要团队日期

Arrival Date: 21 Mar 2021
进店日期: 2021 年 03 月 21 日

Departure Date : 24 Mar 2021
离店日期: 2021 年 03 月 24 日

2. Daily Room Block

每日用房数量

Room Category 房价类型	21 March 03 月 21 日	22 March 03 月 22 日	23 March 03 月 23 日
Premier Skyline Room Single 高级城景单人间	105	105	56
Premier Skyline Room Double 高级城景双人间	113	113	33
Total Room Nights 525 共计 525 间夜			

3. Room Rate

房间价格

The hotel confirms the following special rates to the 康辉集团北京国际会议展览有限公司. These rates are confidential and are not to be disclosed to a third party without the consent of the Hotel.

In the event of additional bookings, early arrival or departure, extension of stay; the group rate or room category will be adjusted base on hotel's availability.

酒店向康辉集团北京国际会议展览有限公司的团队提供特别团队价格，适用日期为 **2021 年 03 月 21-24 日**。请注意对价格信息的保密，未经酒店允许不得向第三方透露。

额外预定需求以及提前抵店、离店以及延迟退房，团队价格以及房型均需视酒店客房率而进行最终确认。

Room Category 房价类型	Special Rate 团队价格	No. of Rooms 房间数量
Premier Skyline Room Single 高级城景单人间	CNY1,180net 人民币 1,180 净价	266
Premier Skyline Room Double 高级城景双人间	CNY1,180net 人民币 1,180 净价	259

2021.3.9

- The above rates are inclusive of single (one) or double (two) buffet breakfast at Elements and standard 1MB in-room internet access.
以上价格均含单人（一份）或双人（两份）中西式自助早餐，早餐地点元素西餐厅（1 楼）以及客房内免费 1MB 上网
- The above rates are quoted are based on per room per night, inclusive of service charge.
以上所有价格均按每间每夜报价，包含服务费

- The group rates provided are available for pre or post stay up to a maximum of one (01) day and subject to the hotel's availability.

提前 1 日抵店或延后 1 日离店的团队价格，将视酒店客房的实际情况而提供并做最后确认

4. Minimum Room Requirement

最低保证客房数要求

In order to block all the group rate outlined in this proposal, the sleeping room block cannot fall below **400 room nights** from main group dates of **21-24 Mar 2021**. If the sleeping room block falls below the minimum requirement over the main group dates, the shortfall between the actual room materialization and **400 room nights** will be charged accordingly.

在此建议书中，贵团队须在主要团队日 **2021 年 03 月 21 日至 24** 日期间确保不低于标准房型 **400** 间夜。若实际最终入住低于 **400** 间夜，酒店将会按照协议的最低保证房间数收取房费。

如因疫情原因导致人员减少而低于保底数，贵司可与酒店协商后，进行减少。

If actual room nights exceed **525** room nights, shall be updated guarantee room nights according to exact bookings in the hotel by written mail for final correspondence.

如若实际预订超过 **525** 间夜，需与酒店之间以书面形式更新保证间夜数。

The final number of rooms guaranteed it either the number noted in this contract or the last number communicated via email, rooming list or else whichever number is higher.

关于客房最低保底数，如实际所给名单与所签署合同的的间夜数不同，请按以下方式实行最终确认：

1. 参照所给名单所入住的房间低于合同最低保底数，则按照合同履行
2. 参照所给名单所入住的房间高于合同最低保底数，则按照最终实际名单履行

5. Room Commission

客房佣金

Room commission at 10% of group rate per room per night applied to the agency. The commission will only be paid for actual room expenses and calculation is except 10% service charge and 6% tax and after the full payment of the Master Account received.

以上所有客房价格将提供返佣按照房价的 10%（费用计算还需去除 10% 服务费及 6% 税费）每间每晚的金额计算。佣金将根据实际用餐人数计算并在酒店收到总账金额及佣金发票后予以支付。

6. Complimentary Rooms

免费住房

Based on total guaranteed 470 room nights, we are pleased to offer two (02) complimentary rooms with two (02) breakfast and internet service, over the main group dates of 9 to 12 March 2021 (three nights).

基于达到保底 400 间夜的基础上，酒店将在主要团队日 2021 年 3 月 21 日至 24 日期间（共 3 晚）给予贵公司每天 2 间客房免费入住，可含入两份早餐及网络。

7. No-Show/Cancellation Policy

预定未入住/取消条款

For any rooms released in excess of the stipulated attrition allowance, the difference will be charged as penalty. If any no-show occur since **21 Mar 2021** will be charged the full nights of stay as penalty. The Hotel also reserves the right to adjust prices or change the rooms should the number of materialized room nights fall below the specified minimum room requirement at **400** room nights.

自 **2021 年 03 月 21** 日起任何预定未入住的，酒店则收取所预订房晚的房费作为预定未入住的取消费。酒店保留因住宿间夜数少于保证数的 **400** 间夜而调整价格或修改房型的权力。

如遇疫情影响，参展人数减少导致的预定数量缩减，需视情况双方协商缩减条款。

8. Check in Time

入店时间

Check-in time is after **14:00 hours (2:00pm)** on the day of arrival. Should there be any guest arriving prior to this time, they will be allocated to rooms as soon as they become available. For all early check-ins, we strongly recommend that you reserve the rooms the night before in order to guarantee availability.

客人办理入住手续的时间为当地时间下午 **2:00** 后，如果客人在下午 2:00 点以前提早到达，酒店将尽快为其安排房间。若需提早入住，酒店建议提前一天预定房间，确保房间的使用。

9. Check out Time

离店时间

Check out time is **12:00 hours (12:00pm)** on the day of departure.

Rooms may be extended until 1800 hours (6:00pm) at a charge of 50% of the special group rate per room for the applicable room category reserved. After 1800 hours (6:00pm) rooms will be charged at the full special group rate. Late check-out is subject to hotel availability.

团队离店时间为当地时间中午 **12:00**，若有特殊情况需在预定时告之。如果客人离店时间超过下午 12:00 但在晚上 6:00 之前，酒店将加收一间夜团队特别房价的 50%。如客人在晚上 6:00 之后离店，酒店将加收一间夜团队特别房价的 100%。延迟退房需视酒店的入住率而定。

10. Others

其他

During the main group dates of 9-12 Mar 2021, the hotel will not host the accommodation group of Haier's competitors.

The hotel will make sure that the bed size of all standard twin rooms is 1.2*2 meters and above and will not be Hollywood bed.

贵司海尔团队主要入住期间（2021 年 3 月 09-12 日）将不在接待海尔其他竞争品牌的住宿团队。酒店保证所有标间的床位为 1.2*2 米及以上，不会有好莱坞床位。

B. BILLING INSTRUCTIONS

结账方式

The following schedule will be in effect for the handling of the review and final payment of all room and food and beverage charges. Please find the Proforma Invoice attached for reference. However, should any of the requirements be adjusted, a revised proforma invoice will be provided.

对照以下定金支付日程表，查看所有房费及餐饮费的审核与最终支付。请见形式发票以作参考，如团队所需求求更改，形式发票将相应的进行更改。

1. Master Account and Individual Account

总账及个人账务

It is understood that the 康辉集团北京国际会议展览有限公司 will be responsible for all accommodation & meals charges. Incidental charges will be paid by individual guest. Any authorised charges by the authorised signatory will also be billed to the master account.

The authorised signatory are to be advised. Upon receipt of the final rooming list, 康辉集团北京国际会议展览有限公司 shall guarantee all rooms will be check-in on day of and guarantee the minimum room nights at **400**.

康辉集团北京国际会议展览有限公司将负责该团队所发生的客房所有房间房费及自助餐费用。杂项费用将由每位客人自行承担。所有由贵司授权签字人签认的费用也将一并计入总帐之中，最后由公司结清。

康辉集团北京国际会议展览有限公司将担保所有客房的如期入住且达到保证间夜数 **400**。

In any case, 康辉集团北京国际会议展览有限公司 will be responsible for all unsettled expenses of the guest and to assist the hotel to follow up on the due payment until the full amount is collected.

在任何情况下，康辉集团北京国际会议展览有限公司都将负责其客人未支付之消费费用或协助酒店收到全部费用。

Account Name : Shanghai Xin Tian Shun Hua Co. Ltd

账户名称 : 上海新天舜华有限公司

Account No. (CNY) : 316007-00006038607

人民币账号 : 316007-00006038607

Account No. (EUR) : 3160073805000358680

欧元账号 : 3160073805000358680

Name of Bank : Bank of Shanghai

银行 : 上海银行股份有限公司

Address : No.168 Middle YinCheng Road Shanghai China

地址 : 上海银城中路 168 号

SWIFT CODE : BOSHCNSH

SWIFT 代码 : BOSHCNSH

C. Schedule of Deposit Payment and Attrition

定金支付日程

The Organizer shall make the following payment to the Hotel according to the schedule as outlined on the following page.

Grand Kempinski Hotel Shanghai

康辉集团北京国际会议展览有限公司
21-24 Mar 2021

Schedule of Deposit Payment 付款期	Payment Amount 支付金额
Before 12 March 2021 2021年03月12日之前	15% of total group revenue (RMB 70,800) inclusive of taxes and service charges is requested as first deposit. 需支付预估团队保底间夜数总账的15%(人民币70,800元)作为第一笔预付款(包括服务费及政府税)
Before 18 Mar 2021 2021年03月18日之前	Rest 85% of total group revenue (RMB401,200) inclusive of taxes and service charges is requested as second deposit. 需支付剩余预估团队保底间夜数总账的85%(人民币401,200元)作为第二笔预付款(包括服务费及政府税)
Within 10 working days after group departure 活动结束后10个工作日内	All incurred Expenses from the group, inclusive of taxes and service charges shall be settled. 团队及其它未结清款项(包括服务费及政府税)需结清

The Hotel is to be notified of all room status updates in writing.
任何修改必须以书面形式通知酒店。

D. CANCELLATION POLICY 取消条款

In the event Organiser reduces or fails to use the contracted Room Block and Space, but does not cancel the entire Event, the Organiser agrees to pay the Hotel a Cancellation Fee according to the schedule set below:

因减少预订的场地或客房,公司同意支付如下比例的违约金:

Notification of Cancellation Period Prior to Expected Arrival 取消通知 预计到达时间之前	Cancellation Fee 违约金
After 12 Mar 2021 2021年3月12日之后	15% of total group revenue is forfeited (except force majeure) 15%的团队预付款是被要求收取的(除遇不可抗力因素)
After 18 Mar 2021 2021年03月18日之后	100% of total group revenue is forfeited (except force majeure) 100%的团队预付款是被要求收取的(除遇不可抗力因素)

The above shall constitute full settlement of any and all obligations arising out of the non-performance of this agreement.
此数额由任何和所有因取消此契约而引起的损失构成。

F. Reduction of Room Block 预订缩减

Reduction Schedule 变动截止日	Details 详情
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Grand Kempinski Hotel Shanghai

康辉集团北京国际会议展览有限公司
21-24 Mar 2021

On or before 12 Mar 2021 2021年03月12日或之前	If room cancelled in excess of 70 room nights of total contract room nights) of the number of the total room nights held under the room block. The company shall pay the full room rate or full lunch packages as contract guaranteed. 允许公司客房部分在该日期前作 70 间夜房内的下浮调整，若超出该调整范围的下浮或宴会人数下浮低于保底人数，公司需支付超出下浮部分的总间夜房费，宴会则需按照保底用餐人数支付费用。
On or before 18 Mar 2021 2021年03月18日或之前	If room cancelled in excess of 55 room nights of total contract room nights) of the number of the total room nights held under the room block. The company shall pay the full room rate or full lunch packages as contract guaranteed. 基于第一次的房间夜总数以及用餐保底人数减少后的数量上，允许公司客房部分在该日期前作 55 间夜房内的下浮调整，若超出该调整范围的下浮或宴会人数下浮低于保底人数，公司需支付超出下浮部分的总间夜房费，宴会则需按照保底用餐人数支付费用。
After 18 Mar 2021 2021年03月18日或之后	The organizer/company shall be required to pay full rate of the daily room rate for total room nights held under the room block and full rate of all expected F&B event charges, without any reduction or discount whatsoever. 基于最后一次调整，无论总间夜房费以及餐饮和宴会费用均不予以调整；任何调整，酒店将收取全额费用

Force Majeure 不可抗力

Upon written notice to the Hotel, the Company may terminate this contract and thereby be excused from performing its obligations under this contract under the following circumstances:

发出书面通知到酒店，公司在下列情况下可终止本合同，从而免除履行本合同义务：

War, civil unrest or disorder, terrorists – acts or threats of terrorists – acts, travel advisories issued by governmental agents or agencies or authorities restricting or curtailing travel, blockades, laws or decrees of any governmental authority or approvals, permits or licenses, and any other causes incidental to or similar to any of the foregoing or other emergencies, renders it illegal, impossible, or unsafe for the Company or its members to travel to Shanghai or attend the event scheduled to occur in the hotel. Upon termination of this contract by the Company under the provisions of this paragraph, all sums deposited by the Company with the Hotel shall be refunded to the Company.

战争，内乱或障碍，恐怖分子的行为（行为或恐怖分子的威胁），发出由政府代理人或机构或主管当局的限制或减少旅游，封锁，法律，法令，或任何政府机关或批文，许可证或执照的旅游警告，以及任何其他原因引起的附带或类似任何上述或其他紧急情况，使其非法的，不可能的，或本公司或它的成员前往上海，出席预定在酒店发生的事件是不安全的。本合同由本公司根据本款的规定终止后，所有已付款项酒店将退还给本公司。

Hotel accepted 100% refund the received deposit once the Shanghai government restricts our event before the event start as the infections.

若由于疫情管控原因，上海市人民政府在会议举办前公告禁止举办本次宴会。酒店将退还已收取的所有费用。

Grand Kempinski Hotel Shanghai
No.1288 Lujiazui Ring Road, Pudong, Shanghai
Tel: 86 21 3867 8888 Fax: 86 21 3867 9866
Contract Number: 3076952

G. HOTEL PREMISES

酒店使用前提

The Company shall be responsible for the orderly conduct of the function and shall ensure that nothing shall be done, which will constitute a breach of the law or in any way cause a nuisance. In particular the Company shall ensure that there is no illegal betting or gambling.

公司应负责会议室的有序进行，并应确保应做事宜，特别是公司应确保有没有非法赌博。否则这将被视为构成违反法律。

Please note that the Hotel assumes no responsibility for personal items, which are damaged or lost prior to, during or following a function. Patrons/ contractors should arrange personal insurance coverage for valuables.

请注意，酒店不承担任何个人物品的责任，包括损坏或丢失，跟会期间。顾客/组织者应安排个人贵重物品保险。

The Hotel reserves the right to approve all signage and decorations within its banquets and meeting areas. All signs/ decorations must be professionally printed/ arranged and must match with existing décor and colour theme. Signage is not permitted in hotel's public area or guest room levels, elevators, main lobby or on the exterior of the building.

酒店保留审批宴会和会议区的所有标志和装饰的权力。所有标志/装饰必须专业印刷/安排，必须与现有的装饰和色彩匹配。标志不得在公共场所粘贴，如酒店的客房水平，电梯，主大厅或建筑物的外墙上。

All displays or exhibits, if any, must conform to the Shanghai fire ordinance rules. Shanghai Xin Tian Shun Hua Company Limited (Grand Kempinski Hotel Shanghai) does not permit the affixing of anything to the walls, floors or ceiling with nails, staples, or tape of any kind unless, this office gives written approval. If this is done without authorization and damage is caused, the cost of repair and/ or replacement will be billed to the patron / contractor as well as the consequent loss of business resulting from this damage.

如果有展品的话，所有必须符合上海消防条例的规则。上海新天舜华有限公司（上海凯宾斯基大酒店）将不允许任何形式出现在墙壁，地板或天花板的钉，订书钉和胶带，除非提供的书面批准。如果未经授权而遭受损害，修复/或更换的成本将向客人/组织者收取，以及随之而来的业务而造成的损失。

It is mutually understood that space has been tentatively reserved and will not be guaranteed to the Company until a signed copy of this Letter of Agreement and initial deposit have been received by the Hotel. The copy of the Letter of Agreement and the final option date is **10 Mar, 2021** with the deposit are not received by **10 Mar, 2021**. The Hotel reserves the right to release all the accommodation and function space without prior notice.

会场仅暂时性地保留这应该是相互理解的，直到酒店收到协议书的签署的副本（选择）和酒店已收到初始保证金才保证公司的会场。如果签署的协议书副本以及最后的选择日期是 **2021 年 03 月 10 日** 和定金于 **2021 年 03 月 10 日** 未收到，酒店保留权利，释放所有的住宿和会场，恕不另行通知。

The terms and conditions stipulated in this Letter of Agreement will be considered final until duly signed by both parties. Any subsequent changes will only be made with the written consent of the Company and the Hotel.

在本协议书的条款及条件所规定的，由双方正式签署时，将被视为最终。任何后续更改将需公司及酒店的书面同意。

The Hotel shall provide venues and accommodations according to the Agreement. If the hotel cannot fulfil above contractual obligations which leads to the 康辉集团北京国际会议展览有限公司 event fail to hold in the contracted date, the hotel have to refund all the deposit and responsible for arranging the appropriate specification venue until the 康辉集团北京国际会议展览有限公司 event hold successfully.

酒店需提供如协议要求的场地以及客房。如若酒店方不履行合同义务使康辉集团北京国际会议展览有限公司无法如期举行团队活动，酒店应当退还所收到的活动定金并协助安排相应规格的场地与客房，直至活动举行。

This Agreement is made in two originals in both English and Chinese. Any dispute arising from or in connection with this contract, the Chinese version shall prevail. Any amendments to this agreement must be agreed by the parties in writing. If fail to resolve, it should be solved by the local court.

本协议以中英文同时书写。如出现争议并无法协商解决时以中文版本为准。对本协议的任何变更双方均应达成书面协议。如出现争议并无法协商解决时以中文版本为准，同时双方同意提交至上海凯宾斯基酒店所在地管辖的法院进行诉讼。

Grand Kempinski Hotel Shanghai

康辉集团北京国际会议展览有限公司
21-24 Mar 2021

AGREED AND ACCEPTED BY

本合同同意接受于

**ShanghaiXinTianShunHua Company
Limited
(Grand Kempinski Hotel Shanghai)**
上海新天舜华有限公司
(上海凯宾斯基大酒店)

康辉集团北京国际会议展览有限公司

Name: Mandy Lu
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日期:

**ShanghaiXinTianShunHua Company
Limited
(Grand Kempinski Hotel Shanghai)**
上海新天舜华有限公司
(上海凯宾斯基大酒店)

**ShanghaiXinTianShunHua
Company Limited
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