

成都京本酒店管理有限公司
CONFERENCE AND EVENT AGREEMENT
 会议与活动协议

This Conference and Event Agreement ("Event Agreement") between the parties identified immediately below as Client and Hotel is intended to be helpful to both you and us and result in your satisfaction with our performance.

本会议与活动协议（“活动协议”）由以下列明的客户和酒店双方签订，旨在双方互利互惠，并由我方据此提供令贵方满意的服务。

Client Name: 客户名称：康辉集团北京国际会议展览有限公司 ("You" or "you" or "your" or "Client") （“贵方”或“客户”）	Hotel Name: 酒店名称：成都京本酒店管理有限公司 (collectively, "Hotel" or "we" or "our" or "us") （以下合称“酒店”或“我方”）		
Client Mailing Address: 客户邮寄地址：	北京市朝阳区农展馆南路13号12层1510	Hotel Address: 酒店地址：	No. 666 Middle Section of Tianfu Avenue, Chengdu, China 成都市天府大道中段 666 号
Client Contact Name: 客户联系人姓名：	马可 先生	Hotel Contact Name: 酒店联系人姓名：	赵敏莉 女士
Title: 职务：	/	Title: 职务：	销售副总监
E-mail address: 电邮地址：	/	E-mail address: 电邮地址：	Zhaominli@seatonhotel.com.cn
Phone: 电话：	+86 158 0177 8313	Phone: 电话：	+86 181 6001 0020
Fax: 传真：	/	Fax: 传真：	+86 28 83166817
Event Agreement Issue Date: 活动协议发出日：	2023 年 07 月 20 日	Agreement Number: 协议编号：	/
Event Dates: 活动时间：	2023 年 07 月 25 日	Name of Event ("Event"): 活动名称（“活动”）：	雪佛兰会议
Arrival Date: 抵店日期：	/	Post to Reader Board As:	/

We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

我方很高兴为贵方的活动保留以下住宿和安排。请审阅下述详细信息，以确保其准确地反映了贵方的要求：Room Block Booking Details:

We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

我方很高兴为贵方的活动保留以下住宿和安排。请审阅下述详细信息，以确保其准确地反映了贵方的要求：

房间预留区预订信息：

BEDROOMS and RATES 客房和房价				
MONTH/DAY/YEAR 年/月/日	ROOM TYPE 房型	NUMBER OF ROOMS 房间数量	RATE 房价	DAILY TOTAL ROOM NIGHTS 每日客房入住总数
2023 年 07 月 24 日	精品大床房	30	CNY600.00	30
	精品双床房	19	CNY700.00	19
2023 年 07 月 25 日	精品大床房	27	CNY600.00	27
	精品双床房	19	CNY700.00	19

- Total Number of Bedroom Nights Resered: 95
- 预留客房总入住间夜数:95
- The above Guest Bedroom inclusive one Buffet Breakfast, the additional breakfast will be charged at CNY 80.00 per guest per night, inclusive of in-room internet access, and are inclusive of service charge & VAT. If guests enjoy breakfast in customized site, the fees should be paid. (若客人以上房价单人入住含一份自助早餐，双人入住含两份自助早餐，另加一份早餐需要加收人民币 80 元每人每晚早餐在酒店指定场所享用（若客人于其它地点享用早餐服务，则需要另外付费）；含房间内上网；包含服务费和税。
- In-Room chargeable items 房内收费项目:
- 以上房间房费为入住客人自行前台现付，会务组担保房间数。

此次活动提供一间工作间（高级房型含2份早餐），入住日期：2023.07.24 一个晚上。

IDD:

Open/Closed

国际长途：开

放/关闭 DDD:

Open/Closed

国内长途：开

放/关闭

LocalCall:

Open/Closed 市内

电话：开放/关闭

MiniBar:

Open/Closed

迷你吧：Minibar

Laundry:

Open/Closed

干洗：开放/关闭

Check-in/Check

入住/离店时间

The official check-in time is no earlier than 15:00pm and the official check-out time is no later than 12:00 noon. If early check-in or late check-out is required, it is recommended that the room for the day before or the day after could be reserved in, the hotel will charge the room rate of the previous night or the night after to ensure the reservation of the room. Otherwise, your request will be subject to room availability and cannot be guaranteed. For late check-out between 12:00 noon and 18:00 on the same day, a half-day room rate will be charged, and for late check-out after 18:00 on the same day, a full day rate will be charged.

酒店入住时间为下午三点以后，离店时间为中午十二点。如果贵方需要提前安排部分客人入住或者贵方的客人需要延迟退房，酒店建议贵方将前一日或后一日的房间提前进行预定，酒店将会收取前一晚或后一晚的房费以确保房间的保留。如果没有提前预定，酒店将视客房入住率而定，不能保证客人提前入住或延迟退房，若须延迟退房时间介于当日中午 12:00 至 18:00 之间，将加收房间半日房费，如延迟退房超过当日下午 18:00，将加收房间全日房费。

After this agreement signed, the number of rooms reserved above can be adjusted as follows before the start of the conference and events.

此本协议签订后，会议及活动开始前上述预留的房间数量可做如下调整：

- Free Cancellation of 2 rooms before 12:00pm 22nd July
- 2023 年 07 月 22 日 12:00 之前可免费取消 2 间用房
- Free Cancellation of 2 rooms before 12:00pm 24th July
- 2023 年 07 月 24 日 12:00 之前可免费取消 2 间用房

The number of rooms determined on 24th July 2023 will be regarded as the definitive number. If the actual number of rooms used is less than the final number of rooms booked per day, the charge shall be based on the number of rooms booked per day. Early check-out rooms will be charged at 100% of the agreed price; if the customer wants to increase the number of rooms after the dates above, the newly increased number of rooms may not be guaranteed and is subject to hotel availability.

2023 年 07 月 24 日确定的房间数量作为最终预定房间数量，如实际用房数量低于此每日最终预定房间数量，将按照每日最终预定房间数量的房间数收取费用；入住后提前离店的房间将按照原预定的每日最终预定房间数量收取费用；如于上述规定的房间调整日期增加房间，将依据当时实际出租率情况提供房间。

活动详情

Date 日期	Start Time 开始 时间	End Time 结束 时间	Function Name 活动名称	Room Name 房间名称	Room Setup 房间布置	Anticipat ed Number of People 预计人数	Guarantee d Number of People 担保人数	Expense 费用
2023 年 07 月 25 日	08:00	18:00	会议	银河厅 B	课桌式	100	100	CNY30,000 元含 LED
	12:00	14:00	自助午餐	聚咖啡厅	自助式	100	90	CNY128 元/位
	18:30	21:00	中式晚宴	银河厅 B	圆桌式	100	100	CNY2,000/桌 (8-10 位)

Pre Setup Procedure

布展搭建程序及要求

- Pre setup agreement need to be signed with hotel by construction company individually
布展公司需要单独与酒店签署布展搭建协议
- All construction company staffs must get the temporary pass before starting work and all materials have to be transport through the specific route
所有进入酒店的工作人员必须携带工作证，否则不允许进入酒店及活动场所。酒店场地内布展过程中一切物品经酒店指定地点出入。
- All construction company staffs cannot bring food or beverage into hotel without hotel approval
未经酒店同意，任何搭建工作人员不得私自携带食品或饮品进入酒店。
- The on-site construction organizer need to check the function space and understand all necessary notes from hotel, any damage to hotel furniture or equipment will be charged after tear-down
在布展公司进入酒店活动场地之前，公司负责人需要与酒店的工作人员检查活动场地，并详细了解所用场地的现状。任何对酒店物品的损坏，将在撤场后被收取相应费用
- Any exhibition for equipment, the event organizer have to get the approval from hotel, the transportation & storage for the equipment need to be arranged by guest own. Besides, the security, insurance and any related protect issues is the responsibility to event organizer.
酒店摆放或展示任何设备，贵方必须提前征求酒店的同意。在得到酒店同意的情况下，贵方必须自行解决有关展览设备等的运至和远离酒店事宜，且酒店不负责提供长期的储存设施。
- All the construction must match with the regulations of local Fire Station
任何搭建必须确保符合当地消防部门的规定。
- Any flag or LOGO cannot be show in public area without hotel written approval
任何旗帜或标志在没有得到酒店的书面确认之前不允许在酒店悬挂或张贴。
- The construction company staffs have to follow the guidance from hotel staff, especially for clean issue and security issue
在布展过程中，搭建工作人员必须遵守酒店工作人员的指示，尤其是关于清洁和安全措施

Breakdown of Total Anticipated Revenue

预期总花费明细

Summary Of Total Anticipated Revenue for this Event

本活动的预期总花费摘要

Total Room Revenue 预期房费花费	CNY60,800.00 人民币陆万零捌佰圆整 (客人自付)
Total Meeting Revenue 预期会议花费	CNY30,000.00 人民币叁万圆整
Total Food&Beverage Revenue 预期餐饮花费	CNY31,520.00 人民币肆万捌仟叁佰捌拾圆整
Total Anticipated Revenue 预期总花费	CNY122,320.00 人民币拾贰万贰仟叁佰贰拾圆整

* The above anticipated revenue does not include gratuities, labour surcharge any other fees outside of food and beverage product sales
* 上述预期总花费不含小费、加班费或餐饮产品销售之外的任何其他费用

Authorized Bill Signature: 岑于先生

授权账单签字人: 岑于先生

Performance Damages (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

履约赔偿金 (参见附件的标准条款和条件中的取消和履约政策)

In addition, if you elect to reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked room hire and/or pre-booked F&B at any time from 01 days or less prior to Arrival Date, then you will be assessed a liquidated damages fee equal to 100% of the total anticipated revenue of the reductions.

此外，如果在入住日前 01 天或更晚的任何时间，贵方选择减少已预订客房住宿、已预订会议室租用和/或已预订餐饮的最低数量，贵方将有责任支付相当于减少数量所对应的预期总花费之 100%的违约赔偿金。

If you do not exercise the option to reduce pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B as described above, then the option is waived.

如果贵方不行使上述选择权减少已预订客房住宿、已预订会议室租用和/或已预订餐饮，则视为放弃该等选择权。

All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by us.

除非我方另行同意，预留区的所有调整将附随对指定会议室/功能区的相应比例调整。

If the Event is held, but we do not realize the Total Anticipated Revenue (as adjusted, if any, pursuant to this clause) from your Event, you agree to pay performance damages. The damages owed will be the amount necessary for us to receive no less than 100% of each minimum revenue

guarantee listed in the summary table above, plus applicable national and local taxes; provided, however, that if you properly reduced your pre-booked commitments in accordance with this clause, each applicable minimum revenue guarantee listed in the summary table above shall be reduced in a corresponding manner.
 如果活动已经举办，但我方未能从贵方的活动中实现预期总花费（可根据本条款进行调整，如有），贵方同意支付履约赔偿金。贵方应付的赔偿金应为可令酒店收取到不少于上述摘要表中所列的每一项最低保证花费的 100% 之金额，外加适用的全国税和地方税；但是，如果贵方按照本条款的规定适当减少了贵方已预订最低数量，则上述摘要表中所列的每一项适用的最低保证花费应当相应地予以减

Full Cancellation Damages

整体取消赔偿金

Date of Hotel's Receipt of Cancellation Notice 酒店收到取消通知的日期	Percentage of Total Anticipated Revenue Owed 相当于应付预期总花费的百分比	Amount of Cancellation Damages Owed, plus applicable national and local taxes 应付取消赔偿金金额，外加适用的全国 税和地方税
Cancellation between 20 th July 2023 and first date of Event: 取消发生于 2023 年 07 月 20 日和活动首日之间：	amount % =100% 122,320.00 数额 % =100% 人民币 122,320.00	CNY122,320.00 人民币拾贰万贰仟叁佰贰拾圆整

Payment Breakdown

付款明细

You do not currently have credit facilities with us. Deposit payments are required as follows:

贵方目前未与我方建立信用关系。费用应按照以下方式支付：

2023 年 07 月 24 日之前支付预期总消费人民币 61,520 元的 80%，即人民币 49,200 元。（其中 20% 为定金，60% 为预付款）
 尾款及新增消费需在活动结束后 40 日内付款至酒店账户，即 2023 年 08 月 04 日之前。若甲方未能在合同约定时间内支付余款，乙方将每天按未支付部分万分之五的复利率收取滞纳金（需要签署酒店临时信贷协议及尾款全额预授权）。

When the customer does not pay the full amount or fails to pay any of the aforementioned amounts on time, regardless of whether the hotel informs the customer, the hotel has the right to not perform any obligations of the hotel as agreed in this contract and not assume any responsibility of the hotel as agreed in this contract, and thus all losses and responsibility are borne by the customer. All the above percentages refer to the percentage of the total expected expenditure, excluding applicable national taxes and localities.

客户没有足额或没有按期支付前述任何款项时，不论酒店是否通知客户，酒店均有权不履行本合同约定的酒店的任何义务及不承担本合同约定的酒店的任何责任，由此造成的一切损失和责任均由客户承担。上述所有的百分比是指占预期总花费的百分比，不包括适用的全国税和地方。

返京东卡条例：

经与甲方-康辉集团北京国际会议展览有限公司达成友好协议，待本次活动结束后，酒店在收到贵司全部款项后，根据实际账单金额（房间+会场+餐饮），提供账单金额 5% 的金额的京东卡给到贵司。（总消费需扣除 10% 的服务费及 6% 的税金）

Payment Instructions

付款指示

Payments can be made by Bank Transfer to the following details:

付款可以通过银行转账的方式支付至以下账户：

账户：中国农业银行股份有限公司成都天府新区分行	
Tax Number: 税号：	91510100MAC5N6E47P
Account Number: 账户号码：	22-800101040077750
Beneficiary Account Name: 收款人户名：	成都京本酒店管理有限公司
Bank / Branch Name: 银行 / 分行名称：	中国农业银行股份有限公司成都天府新区分行
Address of Bank: 银行地址：	四川省成都市武侯区高新区天府大道中段 688 号大源国际中心 A3 栋 1 层

To protect your interests, please ensure all payments for your hotel consumptions, deposit or any other payments are made to the account(s) expressly agreed in this Agreement or the account designated by Hotel. Hotel shall be indemnified from any payments erroneously made to the other account(s).

为确保您的资金安全，请将您的消费款项或预付款，通过酒店官方指定的付款渠道支付到酒店账户，其他非酒店官方指定的支付渠道，酒店将对资金安全不予负责。

Please send your remittance advice direct to fax on +86 (0)28 83166818, stating the invoices being paid and date of payment to our account.

请将贵方的汇款通知发送至传真至 +86 (0)28 83166818，说明付款款项对应的发票和支付至我方账户的日期。

KINDLY QUOTE THE BOOKING NAME AND ARRIVAL DATE ON ALL CORRESPONDENCE.

请在所有的通讯中引述预订名称和入住日。

Confidentiality Term

Unless authorized in writing by the hotel, all prices shall not be published on the Internet or disclosed to the outside world directly or indirectly and all projects cannot be transferred in any form.

The above preferential rates (including room, catering and conference) are only applicable to the group events of the conference. The hotel reserves the right to negotiate and determine the corresponding renewal price according to the changes of the events. In addition, the terms or substance of this Agreement, daily rate data or any other information relating to the hotel are considered confidential and you have no right to distribute or make available to third parties these preferential rates without our consent.

保密条款

以上提供的优惠价格（含房间、餐饮及会议）仅适用于此次会议团队活动享用，且有权根据活动之变化，协商确定相应的更新价格。此外，未经同意，有关协议的条文或其中的实质内容、每日房价的数据或任何其它有关酒店而视为保密信息，贵方无权将上述优惠价通过第三方渠道发布或供第三方使用，如违反保密条款，应向酒店支付此活动总消费的 5% 作为违约金，如违约金不足以弥补酒店损失的，还应据实弥补。

SPACE HOLD (see Option Date in the attached Standard Terms and Conditions)

The Hotel has placed a tentative hold on the block of events space as outlined in this agreement. To allow the hotel to confirm the events space on a definite basis, we would appreciate if you return the signed copy via fax or mail together with the deposit required on or before 20th July 2023 to indicate your confirmation.

截止日期

本协议中列出的各项在酒店内的活动安排在 2023 年 07 月 20 日之前，贵方拥有暂时优先选择权。若到期时，贵方仍未签署此协议，则酒店有权在未通知的情况下取消所有安排。

Entire Agreement: This Event Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Event Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Event Agreement.

完整协议：本活动协议、标准条款和条件（作为本协议的附件且通过引述构成本协议的一部分）以及本协议的附件、附录及附表（如有）一经以下双方签署，即构成双方之间的完整协议，只有采用书面形式且经双方签署方可被修订或修改。如果在返还本协议或其任何附件签署版本的同时进行了修改，应视为我方已接受了该等修改，而应视为贵方的反要约，我方可以自行决定以书面形式接受或拒绝该反要约。一旦贵方和我方签署了本活动协议，代表贵方所作的预留将被确认并受限于本活动协议的规定。

Governing Language: This Event Agreement, together with the Standard Terms and Conditions, is in English and Chinese. The parties acknowledge and agree that the Chinese version shall prevail in case of any discrepancy between the English and Chinese versions.

适用语言：本活动协议、标准条款和条件以英文和中文书就。本协议各方承认如果两种文本存在任何不一致，应以中文文本为准。
The undersigned expressly agree and warrant that they are authorised to sign and enter into this Event Agreement on behalf of the party for which they sign.

下列签字人明确同意并保证其有权代表其代为签字的一方签署并订立本活动协议。

ACCEPTED AND AGREED TO:

接受并同意: 康辉集团北京国际会议展览有限公司

Hotel Name:

酒店名称: 成都京本酒店管理有限公司

By:
签署:
Name:
签署人姓名:
Title:
职务:
Dated:
日期:



By:
签署:
Name:
签署人姓名: 赵敏莉/Mandy Zhao
Title:
职务: 销售副总监/Assistant Director of Sales
Dated:
日期: 2023年7月20日



By:
签署:
Name:
签署人姓名: 文涌萍/Aileen Wen
Title:
职务: 宴会销售总监/ Director of Events
Dated:
日期: 2023年7月20日

By:
签署:
Name:
签署人姓名: 肖译/Bruce Xiao
Title:
职务: 副总经理/Deputy General Manager
Dated:
日期: 2023年7月24日

STANDARD TERMS AND CONDITIONS

标准条款和条件

DEFINITIONS USED IN THIS CONFERENCE AND EVENT AGREEMENT

适用于本会议与活动协议的定义

Arrival Date means the first date that you will arrive at the Hotel for the Event, as specified in the Event Agreement.

入住日系指贵方因活动入住酒店的第一天，详见活动协议的规定。

Client, You, you or your means the person or legal entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.

客户或贵方系指负责委托和支付活动费用的人士或法律实体，详见活动协议的规定。

Event means the booking using an area of our event space, public space, bedrooms, facilities and/or food and beverage ("F&B"), specific details of which are set forth in the Event Agreement.

活动系指针对使用我方的活动区域和公共区域、客房、设施和/或食品和饮料 ("餐饮") 所作的预定，具体细节参见活动协议。

Event Agreement means the portion of this agreement that sets out the details of the Event (as produced by our appropriate C&E sales system).

活动协议系指本协议中列明活动细节的部分（由我方适当的宴会及会议销售系统所制作）。

Event Agreement Issue Date means the date that this agreement is sent by us to you, as set forth in the Event Agreement.

活动协议发出日系指我方将本协议发送给贵方的日期，详见活动协议的规定。

Event Planner means the person designated in the Event Agreement who is the event planner, meeting planner, travel agent, or professional conference organiser that performs services that result in you booking business at the Hotel and who is eligible to receive the Event Planner Bonus as set forth in the Event Agreement.

活动策划人系指活动协议指定的人士，即为促成贵方在酒店预订业务提供服务的活动策划人、会议策划人、旅游代理人或者专业会议组织人，并且其符合资格获得活动协议所载明的活动策划人奖励。

Hotel, we, our or us means the entity who owns the Hotel where the Event will take place, as set forth in the Event Agreement.

酒店或我方系指拥有举办活动所在酒店的实体，详见活动协议的规定。

Planner means the meeting planner, travel agent, professional conference organiser or other agency as designated in the Event Agreement that performs services that result in you booking business at our Hotel, and who is eligible to be rewarded by us with the commission payment as set forth in the Event Agreement.

策划人系指为促成贵方在酒店预订业务提供服务的会议策划人、旅游代理人或者专业会议组织人或活动协议中指定的其他机构，并且其有资格收取活动协议所载明的由我方支付的佣金。

Schedule of Events means an appendix to the Event Agreement that sets out additional specific details of an Event.

活动附录系指活动协议的附件，列明了一项活动的其他具体细节。

Standard Terms and Conditions mean the following terms and conditions that supplement the Event Agreement.

标准条款和条件是指作为活动协议之补充的下列条款和条件。

ALL RATES ARE QUOTED IN CNY

所有报价均以人民币进行。

A - TOTAL NUMBER OF BEDROOM NIGHTS RESERVED

A - 预定的客房总入住天数

Bedroom accommodation allocations, room types, rates and release dates (where appropriate) are set out in the Event Agreement.

客房住宿的分配、房间类型、房价和取消预订日期（如适用）在活动协议中规定。

All bedroom rates are quoted inclusive of buffet breakfast and inclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

除非活动协议另有规定，所有客房房价之报价含早餐，以及含适用的全国税和地方税。

Currently, national and local taxes on bedroom rates are **prevailing rate**. Please note that bedroom rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any bedroom rate increases resulting from tax increases).

目前，客房房价所适用的全国税和地方税的税率为现行税率，请注意客房房价的税率有所调整，贵方将负责支付贵方活动之时适用的税赋（以及由于税赋提高而导致的任何客房房价增加）。

B - DELEGATE PACKAGES

B - 会议包价

All delegate packages that include bedroom accommodations are quoted inclusive of buffet lunch and inclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

除非活动协议另有规定，所有包含客房住宿的会议包价之报价含自助午餐，以及含适用的全国税和地方税。

Currently, national and local taxes on delegate packages are **prevailing rate**. Please note that delegate packages rate of tax are subject to change and you

will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).

目前，会议包价所适用的全国税和地方税的税率为现行税率。请注意会议包价的税率会有所调整，贵方将负责支付贵方活动之时适用的税赋（以及由于税赋提高而导致的任何会议包价价格增加）。

C - FUNCTION DETAILS

C - 功能细节

This Event is based on the meeting room hire schedule and function details of the Event as set forth in the Event Agreement.

本活动基于活动协议所规定的会议室租用时间表及活动的功能细节。

All F&B rates and meeting room rates are quoted **inclusive** of applicable national and local taxes, unless stated otherwise in the Event Agreement.

除非活动协议另有规定，所有餐饮价格和会议室价格报价含适用的全国税和地方税。

Currently, national and local taxes on F&B rates and meeting room rates are **prevailing rate**. Please note that F&B rates and meeting room rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).

目前，餐饮价格和会议室价格所适用的全国税和地方税的税率为现行税率。请注意餐饮价格和会议室价格会有所调整，贵方将负责支付贵方活动之时适用的税赋（以及由于税赋提高而导致的任何价格提高）。

1. OPTION DATE

1. 可选择日期

1.1. You are requested to review, sign and return this agreement to us within 7 days of the Event Agreement Issue Date, unless a different option date is stated in the Event Agreement. We reserve the right to release your *tentatively* reserved bedrooms and facilities, or to review our rates, if we do not receive your signed agreement by the applicable due date. No cancellation fee shall apply in such circumstances. If other enquiries are received for the same dates of your proposed Event, we may contact you earlier for confirmation, at our sole discretion.

1.1. 除非活动协议载明了不同的可选择日期，贵方应在活动协议发出后 7 天内审阅、签署和返还本协议。如果我方未在适用的到期日收到贵方签署的协议，我方保留取消贵方~~暂时~~预订客房和设施或重新审阅我方报价的权利。该等情况下不适用取消费。如果我方收到就贵方拟议活动同一日期的其它报价，我方有权自行决定是否先行联系贵方进行确认。

2. RESERVATION METHOD (APPLICABLE FOR BEDROOM ONLY)

2. 预订方式（仅适用于客房）

2.1. All the bedrooms provided for in your Room Block will be reserved on a **definite** basis for you upon signing and returning this agreement to us. Reservations may be made via a **rooming list**. If you intend to use a rooming list, please contact your designated event manager and request an Excel template to create your rooming list.

2.1. 一旦贵方签署并向我方返还本协议，我方将为贵方~~确定~~预订贵方预留区的所有客房。贵方的参加人员可以通过客人名单进行预订。如果贵方希望通过客人名单进行预订，请联系贵方指定的活动管理人并索取 Excel 模板来创建贵方的客人名单。

2.2. At least 14 days prior to your Arrival Date, you shall provide to us a rooming list detailing names of attendees for each bedroom type and date of arrival and departure.

2.2. 贵方应在入住日前至少 14 天向我方提供如下信息：客人名单，详述入住各房型的活动参加人员姓名及入住日期和退房日期。

2.3. We reserve the right to charge an administrative charge for rooming lists that are received after the date noted above. If you fail to provide such rooming lists to us by such date, you may continue to hold the bedrooms by making advanced payment in full of the Total Anticipated Bedroom Revenue. If you fail to either provide such rooming lists or make advanced payment in full of the Total Anticipated Bedroom Revenue by such date, we will be entitled (but not obliged) to release all or any such unconfirmed rooms in our sole discretion. Rooms released in this way shall be covered by the Performance/Reduction in Numbers clause below.

2.3. 我方保留就在上述日期之后收到的客人名单收取管理费的权利，如果截至该等日期贵方未能向我方提供该等客人名单，贵方可以通过全额预付预期客房总花费的方式继续保留客房。如果截至该等日期贵方既未能提供该等客人名单，亦未全额预付预期客房总花费，我方有权（但无义务）自行决定取消预留所有或任何该等未经确认的房间。以该方式取消预留的房间应适用下文的履约/房间数减少条款。

2.4. Your advance payments and deposits will be refunded by us to you within 30 days after completion of your Event if bedrooms you paid for in advance were later paid for by your attendees.

2.4. 如果贵方就客房所预付的房价和押金稍后由贵方的活动参加人员支付，在贵方的活动结束后 30 天内，我方将向贵方返还贵方的预付款和押金。

2.5. If you request that we provide you and/or your representative(s) with access to guest reservation information pertaining to your attendees who have reserved rooms at our Hotel as part of your Room Block, then you certify that you have already obtained, or will obtain, consent from each of your attendees for our Hotel to provide to you and/or your representative(s) such attendee's reservation information, and you further agree to reimburse us for any costs.

damages, fees or expenses of any kind arising from any claim(s) by an attendee relating to our or Hilton Worldwide's disclosure of any attendee's reservation information to you and/or your representative(s).

2.5. 就已在我方酒店的贵方预留区内预订房间的贵方参加人员，如果贵方要求我方向贵方和/或贵方代表提供该等参加人员的相关客户预订信息，贵方应证明贵方已经获得、或将在获得每一位贵方参加人员的同意，以便我方酒店可以向贵方和/或贵方代表提供该等参加人员的预订信息。贵方进一步同意补偿我方就贵方参加人员针对我方贵方和/或贵方代表披露任何贵方参加人员预订信息所作的相关索赔而产生的任何支出、损害、费用或任何性质的开支。

3. DEPOSITS / CONFIRMATIONS / Early check out Fee

3.1. 捆金 / 确认 / 提前退房费

3.1. In order to confirm a bedroom assignment for your attendees (if applicable), we will require them to provide a first and last night's deposit, refundable up to 14 calendar days in advance of Arrival Date, after which due date the deposit is non-refundable. A major credit card that we accept can be used by your attendees to establish prepayment. We will advise your attendees which major credits are currently being accepted by our Hotel. All credit cards used to prepay will be charged immediately.

3.1. 为确认贵方参加人员的客房分配情况（如适用），我方将要求该等人员提供第一晚和最后一晚的房价押金，缴纳的押金至迟在入住日之前的 14 个公历日可予以退还，在此到期日之后缴纳的押金不可退还。贵方参加人员可使用我方接受的各主要信用卡缴纳预付款。我方将告知贵方参加人员我方酒店目前接受的各主要信用卡。用于支付预付款的所有信用卡将被立即予以扣款。

3.2. In the event that an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees

3.2. 如果要求入住贵方预留区客房的参加人员在其预定退房日之前退房，我方将收取提前退房费。希望免交提前退房费的参加人员应当在入住时或入住之前告知我方计划住宿时间的任何变化。我方将在参加人员入住时告知提前退房费这一规定，并要求贵方亦告知参加人员该等收费标准。

3.3. Check-in time is 15:00; check-out time is 12:00. Early check-in and late check-out are subject to availability and approval by our Front Desk. We will charge an early check-in fee and a late check-out fee. Attendees wishing to avoid a late check-out fee should advise us at check-in of any need for an extended check-out time.

3.3. 入住时间为 15:00，退房时间为 12:00。提前入住和延迟退房受限于客房的可入住情况和我方服务台的批准。我方可能会收取提前入住费和延迟退房费，希望免交延迟退房费的参加人员应当在入住时告知我方其需要延长退房时间。

4. TERMS OF PAYMENT

4.1. 支付条款

4.1. If you have established sufficient credit facilities with Hilton Worldwide or us, you agree to pay an initial deposit (if applicable) as set out in the Event Agreement no later than 10 days after your receipt of this final signed agreement from us. Payment of the remaining balance will be due within 30 days after receipt of the final bill.

4.1. 如果贵方已经与 Hilton Worldwide 或我方建立了充分的信用关系，贵方同意在收到我方发出的正式签署的本协议后 10 日内支付活动协议所载明的首期押金（如适用）。剩余款项应在收到最终账单后的三十（30）日内支付。

4.2. If no credit facilities are agreed with Hilton Worldwide or us, then the following shall apply:

4.2. 如果贵方未与 Hilton Worldwide 或我方商定信用关系，则适用下列条款：

4.2.1. If the Event is taking place within 30 days of the Event Agreement Issue Date, full pre-payment of the Total Anticipated Revenue plus applicable national and local taxes is payable upon confirmation.

4.2.1. 如果活动在活动协议发出后 30 天内举办，贵方应在确认时全额预付预期总花费外加适用的全国税和地方税。

4.2.2. If the Event is taking place more than 30 days prior to the Event Agreement Issue Date, a deposit of 50% of the Total Anticipated Revenue plus applicable national and local taxes will be payable upon confirmation, with the full remaining balance plus applicable national and local taxes being due and payable no later than 30 days prior to the Arrival Date.

4.2.2. 如果活动晚于活动协议发出前 30 天举办，贵方应在确认时支付预期总花费的 50% 作为押金外加适用的全国税和地方税，并不晚于入住日前 30 天全额支付剩余款项外加适用的全国税和地方税。

4.2.3. If there are increases in the number of delegates after the agreement is signed by both parties, then full pre-payment of such additional charges plus applicable national and local taxes must be paid prior to the Arrival Date.

4.2.3. 如果在双方签署协议后，团体的数量有所增加，贵方必须在入住日前全额预付该等增加的费用外加适用的全国税和地方税。

4.2.4. No later than 14 days prior to the Arrival Date, you will provide us with a valid credit card that we may charge for all estimated master

account charges, as well as any F&B or other services not expressly set out in the Event Agreement but made available on request by or on behalf of you during the Event.

4.2.4. 不晚于入住日前 14 天，贵方应向我方提供有效的信用卡以便我方可以收取所有预计主账户费用，以及任何餐饮花费或其他未在活动协议中明确规定但在活动期间应贵方要求或代表贵方提供的服务费用。

4.2.5. We may apply different payment terms as set out in the Event Agreement, in which case the different payment terms as set out in the Event Agreement shall take precedence over any conflicting payment terms contained in this clause.

4.2.5. 我方可适用活动协议所载明的不同支付条款，如活动协议所载明的其他支付条款与本条中的支付条款相冲突，则适用活动协议所载明的其他支付条款。

4.3. If you prefer, all charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credits that our Hotel accepts as of the Event Dates.

4.3. 如果贵方愿意，所有费用均可以我方接受的主要信用卡支付。请联系我方获取截止至活动日我方酒店接受的届时适用的主要信用卡名单。

4.4. As a condition for us to accept your credit card as an approved form of payment for your master account charges, you agree to abide by the dispute resolution procedures described in this agreement below, which require that any disputes that you may wish to raise with respect to any master account charges must first be addressed directly by you and the Hotel, in which case the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. For the avoidance of doubt, you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").

4.4. 我方接受贵方信用卡作为贵方主账户费用批准支付形式的一项前提条件是贵方同意遵守本协议下述的争议解决程序，根据该程序，如果贵方希望就任何主账户费用提出争议，应首先直接在贵方和酒店之间提出，在此情况下双方同意诚意合作以及时解决任何存在争议的发票。为免疑义，贵方同意贵方不会利用贵方信用卡发行人的程序就我方与贵方信用卡交易中发生争议的费用获取临时信用（通常称为“拒付”）。

4.5. We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks.

4.5. 我方保留在活动开始前的任何时间检查贵方信用状况的权利，如果贵方的财务状况出现不良变化，我方保留提高押金和/或预付款金额的权利。贵方明确同意我方进行任何该等信用检查。

4.6. Accounts 30 days past due will be charged interest at a rate of 4% above the Barclays base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If any charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date. The parties will then agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

4.6. 逾期 30 天的应付款项将按巴克莱银行基准利率（或任何类似的地方基准利率）上浮 4% 的月利率或者按适用的法律法规项下准许的最高利率（以较低者为准）。如果任何费用存在善意争议，贵方同意在发票日期起 30 天内向我方支付所有不存在争议的费用。双方届时将诚意合作以及时解决发票中存在争议的费用，并且贵方同意在争议解决后立即支付剩余款项。

5. ADDITIONAL SPEND

5.1. 额外花费

5.1. You shall pay us for any F&B and other services not expressly set out in the Event Agreement or the Schedule of Events (if applicable) but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those attendees who you consider to be authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorised signatures to be checked and signed on a daily basis.

5.1. 贵方应向我方支付任何餐饮费用和其他未在活动协议或活动附录（如适用）中明确规定但在活动期间应贵方要求或代表贵方提供的服务费用。就贵方视为获得授权批准活动中超出合同金额之额外花费的参加人员，贵方将在入住日或入住日之前向我方书面确认该等参加人员的姓名，我方对额外花费（会议室租金、视听设备费、挂图设备费、餐饮服务费和其他或有费用）的所有记录将按日呈报贵方上述任一位授权签字人进行核对并签字。

6. EVENT PLANNER BONUS PROGRAMME

6.1. 活动策划人奖励计划

6.1. The individual designated in the Event Agreement as the Event Planner is eligible to earn an Event Planner Bonus for a qualifying event. Only the Event Planner who is specifically named in the Event Agreement will be eligible for this Event Planner Bonus, unless we receive confirmation in writing signed by you or the Planner (as applicable) before the Event that some other person is to receive the Event Planner Bonus.

6.1. 在活动协议中指定为活动策划人的个人有资格就符合条件的活动获得活动策划人奖励，只有在活动协议中明确指名的活动策划人才有资格获得本活动策划

15.1. You will obtain and keep in force the appropriate insurance protecting you by providing coverage reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.

15.1. 对于贵方活动产生的或与之相关的所有行为，贵方将购买与该等行为合适数配的适当保险并使其保持有效，包括但不限于承保范围涵盖公众责任和财产损失的保险，贵方同意依照要求向我方提供该等保险的证明或凭证。

15.2. Please note that obtaining and maintaining appropriate insurance that affords these types of protections should be a benefit to you, as an appropriate insurance policy should provide coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage, for instance.

15.2. 请注意购买并维持适当保险可以保护贵方，该等保险通过向酒店支付贵方活动期间酒店发生的损害为贵方承保，否则将需要由贵方根据赔偿条款向酒店支付该等损害。仅供参考，单一事件保险（有时也称为“私人事件保险”或“特殊事件保险”）可以以合理的价格购买，包括从有信誉的在线保险提供商处购买。购买单一事件保险时，贵方应选择公众责任险和财产损失险。

15.3. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property.

15.3. 贵方可以自行选择购买承保贵方私有财产（包括装饰、特殊物品及其他财产）的保险。我方未就贵方财产的损害或损失购买保险，并且在适用法律允许的最大范围内，我方对于贵方财产的任何损害或损失不承担责任。贵方接受上述财产的投保责任。

16. LIMIT OF LIABILITY

16. 责任限制

16.1. Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.

16.1. 本协议的任何条款并不旨在作为且不得被视为任何一方试图排除或限制其在适用法律下不能被排除或限制的责任，包括但不限于任何一方对其自身过失造成的人身伤害所负有的责任或对其自身欺诈或错误陈述所负有的责任。

16.2. Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in the Event Agreement.

16.2. 尽管本协议存在任何其他条款，受限于适用法律法规的规定，我方由本协议引发或与之相关的总责任（无论是由于违约、违反保证或承诺或任何赔偿项下的约定、由于侵权、过失或其他原因造成）在任何时候均不得超过本活动协议规定的预期总花费。

17. OUTSIDE CONTRACTORS

17. 外部承包商

17.1. Should you elect to utilise outside contractors or subcontractors on our Hotel premises during your Event, you must notify us of your intention to use such providers at least 30 calendar days before your Arrival Date.

17.1. 如果贵方决定于贵方活动期间在我方酒店场所使用外部承包商或分包商，贵方必须在贵方入住日前至少 30 个公历日通知我方关于贵方使用该等服务提供者的计划。

17.2. Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Hotel premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

17.2. 贵方的外部承包商必须遵守我方的合理规则（包括但不限于健康和安全规定及规则）。如果外部承包商未能遵守我方的规定或适用的法律法规，我方保留自行决定要求任何外部承包商撤出我方酒店场地的权利。

17.3. In our sole discretion, we may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises.

17.3. 我方可以自行决定要求贵方的外部承包商（i）签署使我方免受损害的赔偿和保险协议（该等协议采用酒店目前使用的针对类似外部承包商的格式）及（ii）在外部承包商被准许在我方酒店场地提供服务之前，提供我方可接受保险金额的保险证明（保险金额和险种可由我方根据外部承包商将提供的服务类型自行决定）。

17.4. We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must

be arranged through the in-house audio/visual provider of the Hotel and you will be responsible for all associated costs.

17.4. 我方保留根据贵方的具体需求收取附加费的权利，包括但不限于因视听设备和电力要求，悬挂横幅、制作标识以及调整电压产生的劳务附加费。如果贵方需要为贵方的活动提供任何操作服务，所有该等服务必须由酒店内部的视听设备服务提供者进行安排，贵方将承担所有的相关费用。

18. SECURITY

18. 安全

18.1. If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

18.1. 如果由于贵方活动的规模和/或性质需维持充分的安全措施而我方自行认为有必要，则贵方应自负提供保安人员，该等保安人员应由在我方所在地区开展业务的知名合格保安机构提供，且该等保安机构须经我方事先批准。该等保安人员不得携带武器且应遵守适用于该等保安人员的本地法律。

18.2. In our sole discretion, we may require that your security agency (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Hotel premises.

18.2. 我方可以自行决定要求贵方的保安机构（i）签署使我方免受损害的赔偿和保险协议（该等协议采用酒店目前使用的针对保安机构的格式），及（ii）在保安人员被准许在我方酒店场地提供服务之前，提供我方可接受保险金额的保险证明。

19. PROMOTIONAL CONSIDERATIONS

19. 宣传事宜

19.1. We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

19.1. 我方保留审阅并批准与贵方活动相关且具体提及酒店名称任何广告或宣传资料的权利。就为我方酒店举行的团体会议/活动提供服务的第三方服务提供者，贵方同意我方可以与其共享贵方活动和策划人的信息（包括视听设备服务方、装潢商、花商以及其他服务方）。

20. IMPOSSIBILITY

20. 履行不能

20.1. Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Hotel is located, or terrorist attacks in the city in which the Hotel is located) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

20.1. 如果由于超出一方合理控制的情形（包括但不限于自然力、政府行为、酒店所在国发生正式宣告的战争或酒店所在城市发生恐怖袭击）造成我方举办活动成为非法或我方无法举办活动，任何一方均无须对因此未能履行本协议负责。受影响的一方在任何该等事件发生起十（10）日内向另一方发出书面通知即可终止本协议而无须承担责任。

20.2. If the Event is properly cancelled by you due to a valid impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

20.2. 如果贵方因上述履行不能事件的有效成立而适当地取消了活动，则经贵方书面要求，我方同意在不收取罚金并扣除我方为准备活动已经产生的任何费用的前提下，返还贵方向我方支付的所有预付押金和预付款。

21. GOVERNING LAW AND DISPUTE RESOLUTION

21. 管辖法律及争议解决

21.1 The parties agree to use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this agreement by presenting the dispute to senior representatives of each party for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may submit the dispute for resolution to the competent courts in the city where the Hotel is located.

21.1 双方同意尽其合理的商业努力以非正式并且及时地解决有关本协议任何事项的任何争议，为此双方应根据本协议规定的程序将争议提交每一方高级代表以供其讨论和寻求可行的解决方案。但是，有关侵犯知识产权的争议不受本条款规定的限制，依据本条款进行的所有协商均是保密的，并应为

适用的证据规则之目的视为妥协及和解性的协商。如果在根据本条款提交争议事项后的三十（30）个公历日内，各方的高级代表未能就该等争议达成解决方案，任何一方可提起诉讼，由本协议引起的或与本协议相关的争议，应由酒店所在地的有管辖权的法院处理解决。

21.2 The Agreement will be governed by and interpreted pursuant to the laws of the jurisdiction in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

21.2 本协议受酒店所在司法辖区的法律管辖并依其进行解释，并排除任何冲突法律的规定。

22. COLLECTION/LEGAL FEES

22. 代收款/法律费用

22.1. The parties agree that in the event that any dispute arises in any way relating to or arising out of this agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its legal fees and costs, plus pre and post judgment interest.

22.1. 双方同意如发生以任何形式与本协议相关或由本协议引起的任何争议，则任何仲裁或诉讼程序的获胜方将有权获得其法律费用和支出，外加此前和此后的判决利益。

22.2. If we retain the services of a collection agency or legal representative to assist in the collection of any amounts due to us under this agreement, you will pay all expenses incurred by us in such collection efforts.

22.2. 如果我方聘请代收款代理或合法代表为我方服务以协助收取本协议项下应付予我方的任何款项，贵方将支付我方因该等代收款服务而产生的所有费用。

23. SUCCESSORS AND ASSIGNS

23. 承继人和受让人

23.1. The commitments made by you will be binding on your successors and assigns. In the event that you assign, sell, convey, pledge or otherwise dispose of all or substantially all of your assets (collectively referred to as an "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organisation, subject to our approval. In the event such an assignment is contemplated, and at least 30 days in advance of the planned close of the assignment transaction, you agree to notify us of the entities involved. We will thereafter have 20 days in which to notify you whether such intended assignment is approved.

23.1. 贵方所作的承诺对贵方的承继人和受让人均具有约束力。如果贵方通过依据法律或其他方式转让、出售、让与、质押或以其他方式处置其所有资产或实质上所有资产（合称“转让”），在我方批准的前提下，本协议及本协议中的义务也必须转让给继承机构并由继承机构承担。如果拟议进行该等转让，贵方同意在转让后20天内通知我方该交易涉及的实体，我方将在收到上述通知后20天内通知贵方是否批准该等拟议转让。

让交易计划完成日之前至少30天通知我方该交易涉及的实体，我方将在收到上述通知后20天内通知贵方是否批准该等拟议转让。

23.2. Further, the facilities contracted in the Event Agreement, including the bedrooms and meeting rooms, are for your exclusive use. You acknowledge and agree that this agreement does not otherwise permit you to sell or re-sell any of our facilities in any way.

23.2. 此外，活动协议中规定的设施（包括客房和会议室）供贵方专有使用，贵方确认并同意本协议并不允许贵方以任何方式出售或转售我方的任何设施。

24. MISCELLANEOUS

24. 其他规定

24.1. The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.

24.1. 双方同意，就本协议及本协议的任何修订或修改而言，或就双方之间的任何其他通知或通讯而言，通过电子邮件（签名的扫描件作为附件）或传真发送或接收的签名将视同签署方的原始签名，可强制执行且有效。

24.2. The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 a.m. on the second clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender; and (4) Communications sent by email will be effective as of the date sent.

