静安昆仑大酒店
THE KUNLUN JING AN
JIN JIANG PREMIER HOTELS

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 c 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: COMFORT INTERNATIONAL MICE SERVICE CO., LTD 公司名称：中国康辉旅游集团有限公司 ("You" or "you" or "your" or "Client") （"贵方"或"客户"）		Hotel Name: The Kunlun Jing An Hotel 酒店名称：静安昆仑大酒店 (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：		Hotel Address: 酒店地址：	No.250 Hua Shan Road, Shanghai
Client Contact Name: 客户联系人姓名：	马丽娜 Marina Ma	Hotel Contact Name: 酒店联系人姓名：	Shirley Zhu 朱琼
Title: 职务：		Title: 职务：	Assist Director, Sales of MICE & Leisure 销售副总监,会议团队
E-mail address: 电邮地址：	Malina@cct.cn	E-mail address: 电邮地址：	Shirley.zhu@thekunlunhotels.com
Phone: 电话：	8610-6587-0540 138-1130-2348	Phone: 电话：	8621-62480000-6015
Fax: 传真：	8610-6587-0596	Fax: 传真：	8621-62483868
Event Agreement Issue Date: 活动协议发出日：	April 26th, 2018 2018 年 4 月 26 日	Agreement Number: 协议编号：	
Event Dates: 活动时间：	May 18th,2018 2018 年 5 月 18 日	Name of Event ("Event"): 活动名称（"活动"）：	Meeting Group 会议团队
Arrival Date: 入住日：	May 18th, 2018 2018 年 5 月 18 日	Post to Reader Board As: 告示板公告的名称为：	Astellas Pharmaceutical 安斯泰来制药

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:
预留区预订信息：

BEDROOMS and RATES (Attach extra page if necessary) ("Room Block") 客房和房价（如有必要请另附页）（"预留区"）				
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
May 18th, 2018	Deluxe Room – Single Occupied	11	RMB 857.63+16.6% tax and service charge With one or two daily breakfasts	12
	Deluxe Room –Twin Size	1		
May 19th, 2018	Check out			

Total Number of Bedroom Nights Reserved: 12
预留客房总入住数：12

- Deluxe Room Rate is RMB 1000.-net per room per night with one or two daily breakfasts.
- Above all quoted room rate is including 16.6% service charge and tax per room per night and standard internet access in the room.
- The room expenses will be paid by company before arrival date, the room incidental expenses will be paid by individual guest own account upon check in.
- The name list will be required at least 14 days prior to arrival date.
- The Kunlun Jing' An Hotel check-in time is 3:00 pm on the day of arrival and check-out time is 12:00 noon on the day of departure.

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Function Details (Attach extra page if necessary) (see additional details if any in the Schedule of Events)

活动详情 （如有必要请另附页）（其他详情参见活动附表）

Conference and Event Requirements

Month/Day/ Year	Event	* Venue	Time	Guests	Setup	Rates
May 18th, 2018	Meeting	Guangzhou Room (2nd Floor, 40sqm)	17:00-20:00	5-6	U Shape	Rental: RMB 3000.-net / half day
May 19th, 2018	Meeting	Guangzhou Room (2th Floor, 40sqm)	14:00-16:00	5-6	U Shape	Rental: RMB 3000.-net / half day
	Meeting	Shanghai Room (2th Floor, 64sqm)	8:00-12:00	15	U Shape	Rental: RMB 5000.-net / half day

Equipment and Entertainment Requirements

Item	Your Rate	Remarks
1 LCD Projector with Screen + laser (3500 Liuming)	RMB 2000.net if requested	Per set per day, not included in.
2 Wireless Microphone	RMB 300.net (extra)	1 set per room per day is included in.
1 sound system	RMB 1000.net (extra)	1 set per room per day is included in.
1 speaker	RMB 200.net (extra)	1 set per room per day is included in.
1 Flipchart	RMB 150.net (extra)	1 set per room per day is included in.
1 Gooseneck microphone	RMB 200.-net (Extra)	Per set per day, not included in.
1 Gooseneck mainboard system	RMB 1500.-net (Extra)	Per set per day, not included in.

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	
Bedroom Revenue: **RMB 1000net per room per night *12 room nights=RMB 12000.00** **房费：人民币 1000 元净价每房每晚*12 房晚=人民币 12000.00 元**	**RMB 12000.00** **人民币 12000.00**
Meeting Room Rental Revenue: **RMB 3000 net*2 half days + RMB 5000 net=RMB 11000.00** **会议室租赁费：人民币 3000 元净价*2 个半天+人民币 5000 净价=人民币 11000.00 元**	**RMB 11000.00** **人民币 11000.00**
Equipment Rental Revenue: **Gooseneck microphone：RMB 1500 net + RMB 200 net*10=RMB 3500.00** **LCD: RMB 2000 net*3=RMB 6000.00** **设备租赁费：** **鹅颈麦：人民币 1500 元净价+人民币 200 元净价*10 个=人民币 3500.00 元** **LCD：人民币 2000 净价*3 套=人民币 6000 元**	**RMB 9500.00** **人民币 9500.00**
Total Anticipated Revenue, including national and local taxes **预期总花费，含全国税和地方税**	**RMB 32500.00** **人民币 32500.00**

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 between the date of **contract signed** and **15** days prior to arrival date, then you will be assessed a liquidated damages fee equal to **80%** of the total anticipated revenue of the reductions.
此外，如果在合同签署完到入住前 15 天之间，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 80%的违约赔偿金。

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 after **14 days** 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，如果在入住前 14 天之内，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。

Full Cancellation Damages (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)
整体取消赔偿金（参见附件的标准条款和条件中的取消和履约政策）

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 April 27th, 2018 and May 3th, 2018 取消发生于 2018. 4. 27 至 2018. 5. 3 之间：	80% OF TOTAL REVENUE	RMB 26000.00 人民币 26000.00
Cancellation after May 4th, 2018:: 取消发生于 2018 年 5 月 4 日之后：	100% OF TOTAL REVENUE	RMB 32500.00 人民币 32500.00

Payment Breakdown
付款明细

The room expenses and meeting expenses will be paid by company account and the room incidental expense will be paid by guest own account.
Deposit for incidental expense will be requested by guest own account upon guest check in.
After the date of contract signed, 80% of total estimate expense at RMB 26000.00 will be paid by your company as requested by 14 days prior to arrival date, the rest 20% of total estimate expense at RMB 6500.00 will be paid by your company as requested before arrival date.
Any additional expense without this contract will be paid by your company before group checkout.

房间费用和会议费用将由公司支付和杂费将由入住客人自理。
杂费押金将由客人于办理入住时支付。
合同签署后，预计总花费的80%，即人民币26000元将由贵司在入住前至少提前14天支付，剩余预计总花费的20%，即人民币6500元将由贵司在入住日之前支付。
任何本合同以外的新增花费由贵司在团队离店前结清。

Hotel Banking Information
酒店银行信息

Currency 货币	CNY (RMB) Account 人民币
Account Number: 账户号码：	436459234876
Beneficiary Account Name: 收款人户名：	Shanghai Jing'An Kunlun Hotel Co., Ltd. 上海静安昆仑大酒店有限公司
Bank / Branch Name: 银行 / 分行名称：	Bank of China Shanghai Branch Hua Shan Sub-Branch 中行上海市华山路支行
Address of Bank: 银行地址：	65 YAN AN ROAD WEST SHANGHAI,CHINA 上海市延安西路 65 号
SWIFT 代码：	Not applicable 不适用

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，不得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、标准条款和条件本许可协议以英文和中文书就。 本许可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。

This contract will become effective after received your contract confirm with signature within 2 days of Agreement Issue Date which is: April 27th, 2018 17:00PM。Otherwise， the rate will be re-negotiated.
本活动协议将在协议发出后的 2 天内即 2018 年 4 月 27 日 17:00 前收到贵司的签字确认后方可生效。如逾期以上价格将会重新商议。

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接受并同意：COMFORT INTERNATIONAL MICE SERVICE CO., LTD
中国康辉旅游集团有限公司

签署：

签署人姓名：

职务：

日期：

THE KUNLUN JING AN
静安昆仑大酒店

签署：

签署人姓名：Shirley Zhu

职务：Assist Director, Sales of MICE & Leisure

日期：Apr 26, 2018

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, e.g. GEM, Delphi, C&B Database).

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 C&E 销售系统所制备，例如 GEM、Delphi、C&B 数据库）。

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 [INSERT CURRENCY TYPE]

所有报价均以[填写货币类型]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/exclusive** of **buffet** breakfast and **inclusive/exclusive** 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/不含自助**早餐，以及**含/不含**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客房房价增加）。

B – DELEGATE PACKAGES

B – 会议包价

All delegate packages that include bedroom accommodations are quoted **inclusive/exclusive** of **buffet** breakfast and **inclusive/exclusive** 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/不含自助**早餐，以及**含/不含**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）。

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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/exclusive** 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/不含**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（以及由于税收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 2 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日后**的 2 天**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*临时*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询价，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 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.

2.1 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。

3 **DEPOSITS / CONFIRMATIONS / Early check out Fee**

3. 押金 / 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 of **[Currency, Amount]**. 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**[币种,金额]**的提前退房费。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规定。

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 of **[Currency, Amount]** and a late check-out fee of **[Currency, Amount]**. 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**[币种, 金额]**的提前入住费 和**[币种, 金额]** 的延迟退房费。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 **支付条款**

4.1. If you have established sufficient credit facilities with 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 us, then the following shall apply:

4.2. 如果贵方未与我方商定信用关系，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日后 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日前 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. Currently, we accepts MasterCard, Visa, Diners Club, American Express and JCB International.

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。目前，我方接受万事达卡、Visa、Diners Club、美国运通卡和 JCB 国际卡。）

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. 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、挂图设施费、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。

7. COMMISSION (APPLICABLE TO AGENTS ONLY)

7. 佣金（仅适用于代理）

7.1. Unless specifically mentioned otherwise in the Event Agreement, we will only pay commission to those agencies who are certified members of IATA, TIDS or HBAA (or similar bodies). Commission will be paid on the bedroom rate (exclusive of any rebates, housing company fees or other subsidy) for each bedroom actually occupied and paid for by you or your attendees that was reserved as part of your established Room Block at the special group rates as specified in the Event Agreement. For the avoidance of doubt, no commission payments will be earned by the Planner based on cancellation damages or no-show charges.

7.1. 除非活动协议另有明确规定，我方将只向属于IATA、TIDS 或者 HBAA （或类似机构）注册成员的该等代理人支付佣金。如贵方或贵方活动参加人员实际使用作为贵方已设预留区之部分而保留的房间并按活动协议规定的团体特殊房价付费，我方将就该等房间的房价（不包括任何返利、房产公司费用或其他津贴）支付佣金。为免疑义，如发生活动取消损害赔偿或取消预订费，则策划人不得收取佣金。

7.2. The applicable commission that the Planner is eligible to receive for your Event is specified in the Event Agreement. Commission will be paid only to the designated Planner, unless before the commencement of the Event, we receive notice in writing signed by you and the designated Planner that the commission is to be paid to some other person or entity.

7.2. 活动协议载明了策划人有资格就贵方活动收取的适用佣金。佣金仅支付给指定策划人，除非我方在活动开始前收到贵方和指定策划人签署的、关于佣金将支付给某一其他主体或实体的书面通知。

7.3. Unless specifically mentioned otherwise in the Event Agreement, commission will be paid in a single payment but only after we receive full payment for the Event as well as a valid commission invoice. For the avoidance of doubt, we have no obligation to take any action to collect funds to be paid as commissions.

7.3. 除非活动协议另有明确规定，我方将仅在收到有关活动的全部款项和有效的佣金发票后一次性支付佣金。为免疑义，我方没有义务采取任何行动收取作为佣金支付的款项。

7.4. You (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to take full responsibility for determining whether disclosure of the commission is required and for making such disclosure if it is required. You (and the Planner if the Planner is signing this Event Agreement on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim disclosure was insufficient.

7.4. 贵方（以及策划人，如策划人代表贵方签署本活动协议）同意全权负责决定是否需要披露佣金，并在需要披露时对此进行披露。对于任何主体主张披露不充分而导致我方发生的任何费用、支出、责任或开支，贵方（以及策划人，如策划人代表贵方签署本活动协议）进一步同意对我方进行补偿。

7.5. If no travel agent/meeting planner/professional conference organiser is specifically identified in the Event Agreement, then you acknowledge that all terms and conditions with regard to the Event have been negotiated directly between you and us. If following the final execution of this agreement you elect to retain the services of a travel agent/meeting planner/professional conference organiser in order to provide services to you in support of your Event, then you acknowledge and agree that any such retention will be solely at your election and all compensation owed to such travel agent/meeting planner/professional conference organiser shall be paid solely by you.

7.5. 如果活动协议未明确约定旅游代理人/会议策划人/专业会议组织者，则贵方确认贵方和我方已对活动的所有条款和条件直接进行了协商。如果在本协议正式签署后，贵方选择聘请旅游代理人/会议策划人/专业会议组织者服务以便其在贵方活动中向贵方提供支持服务，贵方确认并同意由贵司自行决定任何该等聘请，且贵司将独自支付对该等旅游代理人/会议策划人/专业会议组织者的所有报酬。

7.6. For the avoidance of doubt, you agree that the commission agreed to in the Event Agreement is for the benefit of the Event set out in the Event Agreement only and cannot be used by you to create a binding precedent for future events at our Hotel or at any other hotel operating within the JJPH portfolio of hotels.

7.6. 为免疑义，贵方同意活动协议规定的佣金仅为本次活动之目的而约定，就将来在我方酒店或锦江首选旗下经营的任何其他酒店内举办之活动， 贵方不得以此作为具有约束力的先例。

8. OUTSIDE FOOD AND BEVERAGE

8. 外带食品饮料

8.1. You may not bring any outside food or drink into our Hotel for use during your functions/meetings, unless agreed by us in writing and in advance of the Event. If there is situation will be fined from RMB 1,000.

8.1. 除非在活动前经我方书面同意，在贵方活动/会议期间贵方不得将任何外部食品或饮料带入我方酒店食用。如有类似情况，酒店将收取人民币 1000 元以上的罚款。

9. **DELIVERIES**

9. **投递**

9.1. Arrangements for delivery of packages should be made through your designated event manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your Arrival Date, unless otherwise agreed by us in advance. All deliveries must be correctly labelled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.

9.1. 物品的投递应通过贵方指定活动管理人进行安排。可能适用接收、处理和运输收费。我方不接收需要我方支付运输费的物品。除非我方事先另行同意，我方只接受贵方入住日前 48 小时内的投递。所有的投递必须按照我方指引正确 标记。在适用法律所允许的最大范围内，我方不对贵方物品的任何损坏或损失负责。

10. **CANCELLATION AND PERFORMANCE POLICIES**

10. **取消和履约政策**

10.1. The rates and concessions offered by us in the Event Agreement are based in part upon the total revenue anticipated by us from your agreement to use and pay for the bedrooms, meeting rooms and functions as listed in the Event Agreement. You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you.

10.1. 活动协议中我方提供的报价和优惠是部分地基于我方预期贵方同意使用并支付活动协议所列的房间、会议室和功能区将产生的总花费。贵方保证贵方的活动将达到预期总花费。贵方同意并了解，如果贵方整体取消预订或未完全履约，我方将失去将贵方未使用的设施单独地或作为另一区域之组成部分提供给其他方的机会，且我方在试图将已出售给贵方的存量客房进行重新出售的过程中将产生额外的开支。

10.2. You've been fully made aware and further acknowledge that the actual damages of hotel would be difficult to determine in the circumstance of cancellation, and you irrevocably agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for full cancellation or lack of performance as described in the following clauses. The parties agree that the liquidated damages clauses provided for in this agreement are a consensus reached through the reasonable effort by the parties to agree in advance on the damages that we will suffer due to full cancellation or lack of performance.

10. 2. 贵方已经充分了解并进一步承认在取消预定的情况下， 酒店的实际损失难以确定，贵方同意就下述条款所述的整体取消或未完全履约向我方支付合理的违约赔偿金外加适用的全国税和地方税。双方同双方同意，本协议所规定的违约赔偿金条款是经双方合理努力达成的一致意见，即贵方同意的赔偿因整体取消或未完全履约我方所遭受的损害。

10.3. **Full Cancellation**

10.3. **整体取消**

10.3.1. Should you cancel your Event for <u>any</u> reason, including changing your meeting/function site to another hotel, then at the same time that you deliver your notice of cancellation to us, you also agree to pay us the applicable full cancellation damages, plus applicable national and local taxes. The full cancellation damages represent a percentage of the Total Anticipated Revenue for your Event, and the applicable payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation damages applicable for your Event is set forth in the Event Agreement.

10.3.1. 如果贵方因<u>任何</u>原因取消活动，包括将贵方会议/活动的场址变更至另一家酒店，在贵方向我方发送取消通知的同时，贵方亦同意向我方支付适用的整体取消赔偿金外加适用的全国税和地方税。整体取消赔偿金占贵方活动预期总花费的一定比例，该适用的金额基于我方收到贵方取消通知的日期而决定。活动协议规定了适用于贵方活动的整体取消赔偿金之具体安排。

10.3.2. All notices of cancellation must be in writing and will take effect from the date of our receipt of both your notice and the applicable cancellation damages. We may not release accommodations until we received your writing notice and cancellation damages, and therefore delay in payment may result in higher cancellation damages being owed.

10.3.2. 所有的取消通知必须以书面形式作出，并且在我方收到贵方的通知和适用的取消赔偿金之日起生效。我方在收到贵方的书面通知和取消赔偿金付款之前，可不取消客房预订；因此延迟付款可能导致应付更高金额的取消赔偿金。

10.3.3. Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus applicable national and local taxes. We will subtract advance payments and deposits previously paid by you to us.

10.3.3. 如果贵方希望确认适用的取消赔偿金的准确计算方式，贵方可以联系我方并要求我方准备一份说明，详细列明适用的取消赔偿金外加适用的全国税和地方税。我方将扣除任何贵方之前向我方支付的任何预付款和押金。

10.3.4. In addition to the full cancellation damages due under this clause, you must reimburse us for any expenditure incurred by us in respect of any cancelled booking, including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of our own arrangements with third parties in relation to your cancelled Event.

10.3.4. 除根据本条款应支付的整体取消赔偿金外，贵方必须补偿我方就任何取消预订而产生的任何费用，包括（但不限于）我方必须就已取消的贵方活动相应取消我方与第三方的相关安排而产生的任何支出、费用或罚金。

10.4. **Performance/Reduction In Numbers**

10.4. **履约/间数减少**

10.4.1. Prior to your Event, we may review the number of requests for bedroom assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, we reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments.

10.4.1. 在贵方活动之前，我方可以审查贵方参加人员已提出的客房分配要求数量，以便对贵方在本协议下的义务和贵方的实际可能履约情况予以比较。在贵方活动前，如审查结果显示实际参加人数将少于我方基于贵方预留区所预计的参加人数，我方保留根据贵方参加人员的客房分配要求所显示的贵方场地需求缩减而相应分配替代会议/功能区的权利。

10.4.2. At least 3 business days prior to the Arrival Date, you must notify us of your final number of attendees that will be attending your Event functions.

10.4.2. 在入住日前至少 3 个营业日，贵方必须通知我方将出席贵方活动

的参加人员之最终人数。

10.4.3. If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in F&B functions or otherwise, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for your lack of performance. The performance damages applicable to your Event are set forth in the Event Agreement.

10.4.3. 如果活动已举办，但我方就贵方的活动未能实现预期总花费（无论是由于贵方会议规模的缩减、参加人数的减少、餐饮服务的变化或其他原因造成的），贵方同意就其未完全履约向我方支付合理的违约赔偿金外加适用的全国税和地方税。活动协议规定了适用于贵方活动的履约赔偿金 。

10.4.4. We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

10.4.4. 我方将从贵方应支付给我方的履约赔偿金中扣除所有已单独收取且不可退还的押金、所有已收取的提前退房费以及贵方之前支付给我方的所有预付款和押金。

11. CONDUCT OF EVENT

11. 活动中的行为

11.1. To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our Hotel premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.

11.1. 在适用法律允许的最大范围内，贵方对参加贵方活动的所有人员的行为，以及对在贵方活动期间贵方的雇员、临时工、代理人、承包商、分包商以及活动的参加人员对我方酒店场地的任何部分造成的损失和/或任何损坏承担全部责任。

11.2. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. We reserve the right to end your Event functions immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

11.2. 为了人身和财产的安全，酒店室内不得使用焰火或燃烧装置。贵方亦同意贵方的活动不会对其他客人或会议产生任何不合理的干扰，例如过量的噪音、烟尘或烟雾机、干冰、彩炮、蜡烛、薰香或任何可产生令人不悦气味的活动。如果贵方未遵守我方合理的要求减少或消除任何该等干扰，我方保留立即终止贵方活动的权利。在此情况下，贵方仍然有责任支付与贵方活动相关的所有约定费用，且我方将不会向贵方返还任何费用。

11.3. No smoking in the function rooms, public area of meeting floors. Each damage burn stains on the carpet will be fined at RMB 5,000. Any damage to the carpet, a compensation from RMB 5,000 should be applied, according to the level of damage。

11.3 活动期间，贵方不能在会议室楼层的会议室内和公共区域吸烟，任何因吸烟造成的酒店物品损坏，贵方将予以赔偿。在酒店地毯上造成的任何一个烟蒂烫伤的痕迹将收取人民币 5,000 元的赔偿金额。在酒店地毯上造成的污渍或其他的损坏将收取人民币 5,000 元以上的赔偿金额，视现场损坏情况而定。

13. CANCELLATION FOR CAUSE

13. 有理由的取消

13.1. In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances:

13.1 在适用法律赋予我方的任何其他法律权利和救济之外，我方亦可以在下列任一情况下取消贵方活动和终止本协议，而无须承担任何责任：

13.1.1. If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

13.1.1. 如果我方发现贵方的财务状况恶化，而令我方合理地认为贵方可能无法履行本协议规定项下贵方的明确义务。

13.1.2. If advance payments or deposits are not paid on a timely basis.

13.1.2. 如果预付款或押金未及时支付。

13.1.3. If you, or any of your employees, agents, subcontractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of the Hotel or JJPH.

13.1.3. 如果贵方、或任何贵方的雇员、代理人、分包商或管理人员存在任何非法行为或其行事可能对酒店或锦江首选公司的声誉造成不利影响。

13.1.4. For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in the preceding clause.

13.1.4. 如果我方出于其它原因而合理地认为我方为遵守适用的法律法规项下的义务而必须终止协议，包括（但不限于）贵方成为前一条款中规定的任何受限方名单中的主体或实体。

13.2 In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.

13.2 如果我方根据本条款的规定取消了贵方的活动，我方有权获得本协议规定的活动取消赔偿金。

14. INDEMNIFICATION

14. 赔偿

14.1. To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the Hotel and JJPH (together with their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees, servants and agents) (collectively, the "Hotel Indemnified Parties") from and against any and all claims, liability, losses or damages to persons or property, governmental charges or fines, penalties, costs, legal costs, professional and other expenses of any nature whatsoever (collectively, "Claim(s)") incurred or suffered by the Hotel Indemnified Parties, arising out of or in any way connected with your Event, including, but not limited to, Claims arising out of the negligence or willful misconduct of your employees, agents, contractors, and attendees; *provided, however*, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence or willful misconduct of the Hotel Indemnified Parties.

14.1. 在法律所允许的最大范围内，对于酒店和锦江首选公司（及其各自的所有人、管理方、合伙人、附属公司、关联公司、管理人员、董事、雇员、员工和代理人）（合称"酒店受偿方"），就酒店受偿方发生的或遭受的、由贵方活动引发或以任何形式与之相关的任何一切人身或财产相关的主张、责任、损失、损害以及政府费用或罚款、处罚、支出、法律费用、专业人员费用和其他任何性质的费用（合称"索赔"）（包括但不限于因贵方的雇员、代理人、承包商以及参加人员的重大过失或故意不当行为导致的索赔），贵方始终就该等索赔向酒店受偿方承担责任、进行赔偿、为其抗辩并使其免受损害；*但是*，根据本赔偿条款贵方并无义务承担由于酒店受偿方单方面重大过失或故意不当行为导致的该部分索赔。）

15. INSURANCE

15. 保险

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理匹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项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）在任何时侯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此必要，则贵方应自费提供保安人员，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 by a subsidiary of JJPH. 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或属于锦江首选公司下属实体所有的名称或标识的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、花商以及其它服务方。

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 give notice to the other party of its intention to pursue lawsuit.

21.1. 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，任何一方可以向另一方发出其有意提交诉讼的通知。）

21.2. This Agreement is governed by and interpreted under the laws of the People's Republic of China. Any litigation arising out of or related to this Agreement will be filed in a court of competent jurisdiction in which the Hotel is located. The Parties unconditionally and irrevocably submit themselves to the exclusive jurisdiction of these courts.

21.2. 本协议适用中华人民共和国法律，并据之解释。任何因本协议所产生或与本协议有关的任何诉讼应向酒店所在地的有管辖权的法院提起。双方无条件且不可撤销地服从该等法院的专属管辖。

21. 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, travel expenses etc..

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，则任何诉讼程序的获胜方将有权获偿其法律费用和支出，包括但不限于诉讼费、律师费、取证费、公证费和差旅费等费用。

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.

24.2 双方之间通讯的生效日将按如下方式进行确定：(1)通过快递发送的通讯将自快递公司证明的接收日起生效；(2)通过特快邮件（或同等的服务）、记录派递邮件或挂号邮件发送的通讯将自投递日后第 2 个整日的上午 9 点 30 分生效；(3)通过传真发送的通讯将自发送人留存的传真确认单上的日期和时间起生效；以及(4)通过电子邮件发送的通讯将自发送之日起生效。

24.3 Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The failure by a party to enforce any term or condition of this agreement does not waive that party's right to enforce that or any other term or condition at any time.

24.3. 如果本协议的任何条款在任何司法辖区被认定为非法或不可执行，该等条款应仅在其非法或不可执行的范围内无效而不影响本协议其他条款的效力，并且该等非法或不可执行条款应被视为根据适用法律被予以重述以尽可能准确地反映双方原始意图。任何一方未行使本协议任何条款或条件不得视为该方在任何时候放弃行使该等条款或条件或任何其他条款和条件之权利。