



EXPRESS AGREEMENT

Client Name: Lixil Haier housing facilities (Qingdao) Co., Ltd ("You" or "you" or "your" or "Client")		Hotel Owner Name: M&L Hospitality currently trading as Hotel Name: Hilton Melbourne Little Queen Street (collectively, "Hotel" or "we" or "our" or "us")	
Client Mailing Address:		Hotel Address:	18 Little Queen Street Melbourne VIC 3000 Australia
Client Contact Name:	Jie Ma	Hotel Contact Name:	Nichola Kerr
Title:		Title:	Event Sales Manager
E-mail address:		E-mail address:	nichola.kerr@hilton.com
Phone:		Phone:	
Event Agreement Issue Date:	Thursday, 22 August 2024	Agreement Number:	241870285
Event Dates:	23 September, 2024 - 27 September, 2024	Name of Event ("Event"):	Comfort MICE/Internal Meeting Sep. 23-27/Melbourne
Arrival Date:	23 September, 2024	Post to Reader Board As:	Comfort MICE/Internal Meeting Sep. 23-27/Melbourne

Please review the Event Details outlined below to ensure that this accurately reflects your requirements under this "Express Agreement."

ALL RATES ARE QUOTED IN AUSTRALIAN DOLLARS

All rates are quoted inclusive of applicable national and local taxes. Currently, national and local taxes are at 10%.

Comfort MICE/Internal Meeting Sep. 23-27/Melbourne

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Room Block Booking Details ("Room Block")

Comfort MICE/Internal Meeting Sep. 23-27/Melbourne			
	King Guest		
	Occupancy	Rooms	Inc. Rate
Mon 23/09/2024	S	10	\$280.00
Tue 24/09/2024	S	10	\$280.00
Thu 26/09/2024	S	10	\$280.00

Total Number of Bedroom Nights Reserved: 30

These room rates are inclusive of breakfast for 1, and are net non-commissionable. We can offer complimentary internet for all guests when signing up to the Hilton Honors program, discounted breakfast of \$32 offered for any additional guests

Reservation Cut-Off:

We ask that all room requests be received by **fourteen (14) days prior** to your first arrival day of **23 September, 2024**

Reservation cut-off date: **Monday, 9 September, 2024**

Billing Instructions

Confirmation of the payment for these items as follows:

Item	Master Account	Individual Account	Item	Master Account	Individual Account
Room only			Room Service		
Breakfast			Parking		
Lunch			Telephone charges		
Dinner			Internet Fee		

**If a particular item of expense is not expressly mentioned above, the Hotel is specifically authorised to charge such item to the account of the individual.*

Reservation Method

In order to confirm a guest room assignment for your attendees where they will settle payment directly with the Hotel, we will require them to provide 100% prepayment. Individual prepayments are refundable up to 30 calendar days in advance of Arrival Date, after which it is non-refundable. Major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately.

In the event that you owe the Hotel any performance or cancellation damages, the Hotel will retain any collected non-refundable fees and reserves its rights to claim the balance for any damages from you.

Your advance payments will be refunded by the Hotel after your event or after check out of the last attendee – whichever is the later date – if rooms you paid for in advance were later paid for by your attendees.



OPTION 1: ROOMING LIST

At least 30 days prior to your first arrival day of 23 September, 2024 ("Arrival Date") you or your designated event planner shall provide to the Hotel a rooming list detailing names of guests for each guest room type and date of arrival and departure. If guests will settle room payment directly with the hotel full credit card number and expiry date is required to process required deposit.

**The Hotel reserves the right to charge an administrative charge for rooming lists that are received after the date noted above.*

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OPTIONAL ITEMS

Please contact your event organizer or the Encore Event Technologies representative to arrange extra equipment.

Breakdown of Total Anticipated Revenue

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Bedroom Room Revenue	AUD \$8,400.00
Total Anticipated Revenue, including national and local taxes	AUD \$8,400.00

* Does not include gratuities, labour surcharge, supplemental surcharges or any other fees outside of food and beverage product sales.

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

Event Terms and Conditions

Item	Description
Confirmation of Event Details	The Function Details listed on the first page of this Express Agreement indicates the space that is tentatively being held for you until signed and returned. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. Please contact the Hotel at least 3-7 business days before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Express Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.
Guarantee of Final Numbers	At least SEVEN (7) working business days before your Event, you must inform us of the exact number of people who will attend your Event by contacting your designated Event Manager by phone. Should a final number not be received, the original number reserved, or final headcount on the day, whichever is greater, will be charged. Any meeting rooms and/or F&B added after the date of signing will automatically be subject to this Express Agreement's terms and conditions, including, but not limited to, full cancellation and performance damages policies. The arrangements set forth on the Express Agreement will serve as the final arrangements for your Event. The services, products, fees, etc., as noted will be provided at the time of your Event and you will be charged based on the Event guarantee that you give us or the number of people indicated at the time you signed the Express Agreement, whichever is greater. Any reductions after final numbers are received shall be charged. All reductions are based on the original confirmed number of guests, and cancellations must be advised in writing.
Payment Terms	We require you to provide a deposit of 100% by credit card, cash or bank deposit transfer. At the time of contracting, you must provide us with a valid credit card (unless you have established sufficient credit facilities with Hilton Worldwide or Hotel). Currently, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International. All charges or amounts owed by you will be charged to the credit card supplied at the time of contracting unless you make acceptable alternative payment arrangements (cash, or other credit card(s)) directly with us prior to the time that the amount becomes due. The credit card will only be charged in the following instances: <ol style="list-style-type: none"> 1. all estimated Event charges will be charged 24 hours before the start of your Event; 2. for any additional charges you incur during your Event; and 3. if full cancellation damages are assessed. If paying deposits via bank transfer, the funds are to be received by the given due date, and remittance must be sent to the event organizer as confirmation of payment.

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	<p>If you have established sufficient credit facilities with us or Hilton Worldwide, payment of all Event charges will be due within seven (7) days after receipt of the final bill. Accounts 30 days past due will be considered delinquent and may 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.</p> <p>50% payable upon signing of Group Agreement 50% payable 14 days prior to arrival</p>
Performance Damages	If the Event is held, but the Hotel does not realise the Total Anticipated Revenue from your Event, you agree to pay the Hotel an amount equal to 100% of the charges (including labour, gratuities, and service charges, rentals and applicable taxes) for the final guarantee or contracted number of guests.
Room Allocation	If the room or rooms reserved herein cannot be made available to the patron for causes beyond the control of the Hotel, the Hotel retains the right to re-allocate the function to an alternative suitable room, venue or location. The Hotel reserves the right to assign an alternative function room if the Hotel believes the appointed function room is no longer appropriate for the event. Should the attendee numbers decrease significantly from the time of confirmation, the Hotel reserves the right to substitute similar or comparable rooms for the event. In the event that the function is relocated to an alternative area, the Hotel will endeavour to provide adequate notice to the client of any change.
Laws and Regulations	At no time should the client commit any act or permit its employees, agents or invites to commit any act that is illegal, noisome and offensive, or is in breach of any statutes, by laws, orders, regulations, council restrictions or other provisions having the force of the law. Including but not limited to the hotel's liquor license and fire regulations.
Conduct and Responsibility	<p>It is the organiser's responsibility to ensure their guests behave in an orderly manner during the function. The Hotel reserves the right to remove any guests from the premises if they behave in a manner unreasonable or potentially disruptive towards the wellbeing of the other guests or staff members</p> <p>Should the hotel be unable to provide the facilities reserved due to circumstances beyond our control, no further claim other than the entitlement to a full refund of any deposits may be made. In no event shall the Hotel be liable for the loss of profit or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food and beverages contracted heretofore. The Hotel will endeavor to provide the organiser with reasonable notice. The Hotel does not accept responsibility for damage/loss of any client's property left in the Hotel prior to, during or after an event. Organisers are financially responsible for any damage sustained to Hotel fittings, property or equipment by clients, guests or outside contractors prior to, during or after an event. Nothing is to be stapled, screwed, nailed or adhered to any wall, door or other surface in the hotel.</p>
Force Majeure	Neither party may be held for any act, omission or circumstance due to an event beyond their control which that party could not have avoided with a reasonable effort, providing it advises the other party in detail and in writing, as soon as possible after the occurrence of the said event, and that it takes reasonable steps to remedy the situation quickly and remove the cause of those acts, omissions or circumstances. These acts, commissions or circumstances will include but not be limited to: War, declared or undeclared, revolution or action taken by public enemies; riots or civil disturbances; strikes, lock outs or work stoppage, affecting all or part of the Hotel staff; acts of God; fire, floods, storms; constraints imposed by any government or public authority; or any other cause that is reasonably beyond the control of one of the other party. The duty to remedy any one of these causes quickly in no way includes the duty to end strikes or industrial conflict by accepting the demands of the other party or parties. The hotel will notify the group if construction or remodelling will interfere with the meeting needs or guests use of the facilities.

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Event Planner Bonus Programme	<p>The designated "Event Planner" eligible to receive the Event Planner Bonus for this Event is</p> <p>The Event Planner's Hilton Honors Account Number is :</p> <p>Eligible revenue for the Event Planner Bonus Programme will include accommodation, delegate package revenue, food and beverage revenue, and/or meeting room revenue except third party services (e.g. audio visual, equipment hire).</p> <p>For this Event, the Event Planner will earn 2 x Hilton Honors bonus points for every eligible one U.S. Dollar spent up to a maximum award of 100,000 points.</p> <p>Please allow 6 to 8 weeks after the meeting has been paid for in full, for posting of points and airline miles to the Member's account.</p> <p>No Hilton Honors points will be awarded for "No Show" or cancelled events when a member has booked an event and/or accommodation but then do not hold the event and cancel accommodation.</p>
Additional Terms and Conditions	<p>In addition to the terms and conditions of this Express Agreement as outlined above, this Express Agreement is also comprised of all the general terms and conditions set forth in the Express Agreement – Additional Terms and Conditions located on the following web site:</p> <p>http://hiltondistribution.com/expresstcs-apac-english/addlterms.htm.</p>

Accommodation Terms and Conditions

Item	Description						
Check In & Check Out	<p>Hotel check-in time is 3:00PM and required check-out time is 11:00 AM.</p> <p>For group check in over 40 rooms where bulk key collection is required, the guaranteed check in time is 4PM. Please contact your group coordinator if you require room keys to be pre-coded for hand out upon arrival.</p>						
Additional Charges	<p>The following additional charges will be added to the appropriate account should services be required:</p> <table> <tr> <td data-bbox="366 1372 557 1405">Full Buffet Breakfast</td> <td data-bbox="557 1372 1470 1405">\$ 32.00 per person, per day (discounted from \$43.00 per person, per day)</td> </tr> <tr> <td data-bbox="366 1405 557 1439">Valet Parking</td> <td data-bbox="557 1405 1470 1439">\$ 65.00 per 24 hours (Off-site secure)</td> </tr> <tr> <td data-bbox="366 1439 557 1473">Credit Card surcharge</td> <td data-bbox="557 1439 1470 1473">2% applies to all payments by a credit card</td> </tr> </table>	Full Buffet Breakfast	\$ 32.00 per person, per day (discounted from \$43.00 per person, per day)	Valet Parking	\$ 65.00 per 24 hours (Off-site secure)	Credit Card surcharge	2% applies to all payments by a credit card
Full Buffet Breakfast	\$ 32.00 per person, per day (discounted from \$43.00 per person, per day)						
Valet Parking	\$ 65.00 per 24 hours (Off-site secure)						
Credit Card surcharge	2% applies to all payments by a credit card						
Reservation Cut-Off	<p>We ask that all room requests be received by seven (7) days prior to your arrival date.</p> <p>After the reservation cut-off date we will continue to hold rooms in your block which have not been reserved by your attendees, provided that you pay for these in full at that time. If payment for these unsold rooms is not received, unsold rooms from your block will be returned to the Hotel inventory. You agree that the release of rooms will not affect the enforceability of the Performance Damages listed in this agreement.</p>						
No Show & Cancellation Charges	<p>Should a guest wish to cancel their confirmed booking, the Hotel must be notified 30 days prior to the arrival date. Any reduction in room nights after the reservation cut-off date will be classed as cancelled room nights and will incur a charge equal to 100% of the full stay. Should a guest fail to arrive at the Hotel, either you or the guest will be charged 100% of their full stay, depending on the agreed billing instructions set forth herein.</p> <table> <tr> <td data-bbox="366 1799 906 1855">From date of signing contract until 30 days in advance of Arrival</td> <td data-bbox="906 1799 1470 1855">Full Room Block can be released with no penalty</td> </tr> <tr> <td data-bbox="366 1855 906 1951">Within 30 days of Arrival</td> <td data-bbox="906 1855 1470 1951">The nights room rate will be charged for any room cancelled, non-materialised or No Show for each night for which that room was reserved</td> </tr> </table>	From date of signing contract until 30 days in advance of Arrival	Full Room Block can be released with no penalty	Within 30 days of Arrival	The nights room rate will be charged for any room cancelled, non-materialised or No Show for each night for which that room was reserved		
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	<p><i>*If you do not exercise the option to reduce pre-booked bedroom accommodation then the option is waived.</i></p> <p>In the event that you wish to reserve rooms after unsold and unpaid rooms have been released to Hotel inventory, the Hotel will offer rooms based on availability at the Best Available Rate. The Hotel has no obligation to provide additional rooms (over the block) at the bedroom rate quoted in this Agreement.</p> <p>All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by Hilton Melbourne Little Queen Street in writing</p>
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Please sign and return this Express Agreement to us by Wednesday, 31 July, 2024. We may release your tentatively reserved bedrooms and/or facilities, or review our rates, if we do not receive your signed Express Agreement by the applicable due date. No cancellation fee shall apply in such circumstances. To expedite the processing of this short term booking commitment, we only require your signature below. Once we receive this Event Agreement signed by you, this Event Agreement will become a binding commitment on both parties; provided, however, that if this Express Agreement is returned signed by you but you have made any handwritten or typed changes to the document, 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.

By signing below, you agree and warrant that you are authorised to sign and enter into this Express Agreement on behalf of the Client, and if you are required to provide a credit card at time of contracting, you further authorize the Hotel to charge your credit card for the amounts indicated in this Express Agreement.

ACCEPTED AND AGREED TO:

Lixil Haier housing facilities (Qingdao) Co., Ltd	
By:	 <i>Signature</i>
Name:	Jie Ma
Title:	
Date:	



Groups, Meetings and Events Sales Manager
28/08/2024

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TAX INVOICE

TO: Jie Ma
Lixil Haier housing facilities (Qingdao) Co., Ltd

22 August 2024

Booking Name: Comfort MICE/Internal Meeting Sep. 23-27/Melbourne
Arrival Date: Monday, 23 Sep 2024

Tax invoice – first deposit

Invoice # 241870285

First Deposit
Amount \$ 3,818.18 G.S.T (10%) \$ 381.82
Total amount \$4,200.00

All rates quoted are in Australian Dollars (AUD)

This account is due when rendered. Settlement is expected prior to arrival
ELECTRONIC FUNDS TRANSFER DETAILS

BSB:	082-057
Account Number:	90 630 6137
Beneficiary Account Name:	EP 21 Pty Limited - Revenue
Bank / Branch Name:	NAB
Address of Bank:	18 Little Queen Street, Melbourne, Victoria, 3000
SWIFT CODE:	NATAAU3303M
ABN Number:	96 615 519 634

Security Deposit: This amount paid by you constitutes a security deposit under section 99-5 of the A New Tax System (goods and Services Tax) Act 1999. No taxable supply is being made by Hilton to you at this time

PLEASE QUOTE THE BOOKING NAME AND ARRIVAL DATE ON ALL CORRESPONDENCE

Please email remittances to:

Nichola Kerr
Event Sales Manager
E nichola.kerr@hilton.com
Comfort MICE/Internal Meeting Sep. 23-27/Melbourne