



## THE RITZ-CARLTON

MILLENNIA SINGAPORE

02 August 2019

Revision 2

Mr. Mike Queck  
Regional Product Director  
**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY LIMITED**  
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Mob: +65 97627699  
Tel: +86 20 6634 7915  
Email: [mike.queck@huihi-intl.com](mailto:mike.queck@huihi-intl.com)

Dear Mr. Queck,

### RE : CONTRACT FOR CONVERGENT INTERNATIONAL TRAVEL 2019 Q3 BULK PURCHASE - SEPTEMBER

Thank you for selecting The Ritz-Carlton, Millenia Singapore as the venue for your "Convergent International Travel Q3 Bulk Purchase - September" over 01 – 28 September 2019.

Enclosed, is a copy of the agreement for your approval. As a confirmation of the acceptance of the arrangements, kindly sign and return us a copy by Monday, 25 March 2019 as a scanned copy emailed back to me on [benny.s.jin@ritzcarlton.com](mailto:benny.s.jin@ritzcarlton.com).

In the interim, please feel free to contact me directly at Telephone: (65) 6434 5097 should you require further clarification.

Once again, we look forward to welcoming your guests to our hotel and we will ensure that your event will be a successful one.

Yours sincerely,

Benny Jin  
Director of Sales - China  
The Ritz-Carlton, Millenia Singapore  
Tel : (65) 6434 5097  
Fax: (65) 6337 5192  
Email :[benny.s.jin@ritzcarlton.com](mailto:benny.s.jin@ritzcarlton.com)

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#### THE RITZ-CARLTON CONFIDENTIAL AND PROPRIETY INFORMATION

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## THE RITZ-CARLTON

MILLENIUM SINGAPORE

### HOTEL CONTRACT FOR "CONVERGENT INTERNATIONAL TRAVEL 2019 Q3 BULK PURCHASE - SEPTEMBER ACCOMMODATION" ON GUEST ROOMS AT THE RITZ-CARLTON, MILLENIUM SINGAPORE

The parties to this contract, made on **2 August 2019** are RCMS Properties Private Limited, doing business as The Ritz-Carlton, Millenia Singapore (referred to herein as "The Ritz-Carlton, Millenia Singapore", "we", "us", "our" or "The Hotel") located at 7 Raffles Avenue, Singapore 039799 and Convergent International Travel Development Company Limited (referred to herein as "Group", "Organization", "you" or "your") located at Rm1805-06, 18F, Hollywood Plaza, Nathan Road, Mongkok, Hong Kong.

#### ROOM BLOCK (SEPTEMBER/2019)

Room Category	01-18 September 2019 (Both dates inclusive)	Grand Total (Room Block)
Deluxe Room, Kallang Bay View	5 rooms per night	90
Deluxe Room, Marina Bay View	3 rooms per night	54
Total (By night)	8 rooms per night	144

Room Category	23-27 September 2019 (Both dates inclusive)	Grand Total (Room Block)
Deluxe Room, Kallang Bay View	5 rooms per night	25
Deluxe Room, Marina Bay View	3 rooms per night	15
Total (By night)	8 rooms per night	40

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## GUEST ROOM RATES

<b>Room Category</b>	<b>Our Offer</b>
Deluxe Room, Kallang Bay View 01-18 September 2019 and 23-27 September 2019, (Both dates inclusive)	<b>S\$390.00 nett per room per night (inclusive of In-Room Internet Access)</b>
Deluxe Room, Marina Bay View 01-18 September 2019 and 23-27 September 2019, (Both dates inclusive)	<b>S\$465.00 nett per room per night (inclusive of In-Room Internet Access)</b>

- *3rd adult will be charged an additional S\$85nett per person per night for extra bed*
- *3rd adult will be charged an additional S\$135nett per night inclusive of buffet breakfast and an extra bed.*
- *Add on 02 Adult breakfast at S\$60nett per day and children 6-11 years old will be charged S\$25nett per child per breakfast.*
- *Complimentary breakfast policy for Children below 6 years old does not apply for "Room Only" bookings*
- *All rates, unless otherwise quoted, are subject to 10% service charge and Goods and Services tax (GST) at 7%. GST is calculated based on total amount, which includes service charge. Please note that that GST is subject to change in accordance with the government policy and will be borne by Convergent Travel. Rates quoted are on per room per night basis in Singapore dollars.*
- *Rates quoted are per room per night basis in Singapore dollars*
- ***The above rates offered are non-commissionable.***
- *Guarantee is based on daily basis, not monthly.*
- *These bulk purchase rooms must strictly be packaged up. Failure to comply may result in withdrawal of bulk purchase programme.*

## ARRIVAL AND DEPARTURE

Check-in time at the Hotel is after 1500 hours. Check-out time is prior to 1200 hours. Guests arriving before 1500 hours will be charged a full day's guestroom rate to guarantee immediate check-in upon arrival.

Late check-out will be subject to availability and will be charged accordingly:

- From 1200 hours to 1800 hours - fifty percent (50%) of the contracted rate
- From 1800 hours onwards - one hundred percent (100%) of the contracted rate

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## MINIMUM ROOM MATERIALIZATION

Please note that the above group's rates are extended based on a minimum materialization of **6 guestrooms per night**, over the dates of **01-18 and 23-27 September**(both dates inclusive). Should the number of materialized room nights fall below **6 guestrooms per night**, over the dates of **01-18 and 23-27 September**(both dates inclusive) the Hotel reserves the right to revise the guestroom rates accordingly. Any request for guestrooms on different categories or out of the allotment is subject to guestroom availability in whichever categories and different room rates at the discretion of the Hotel.

## BILLING

### Guest's Individual Account (POA)

All incidental charges incurred shall be settled by each individual guest upon departure from the Hotel.

## RESERVATION PROCEDURE

All room reservations must be booked either through The Company (via a rooming list which shall be submitted to The Hotel) ,quoting the Event name.

The reviewed guest room block will be held until the **CUT-OFF DATE**

**CUT-OFF DATE** : **3 DAYS PRIOR TO CHECK-IN DATE**

This is the final date when all reservations and rooming list are due to be received by The Hotel. After this date the remaining guest room allocation with The Hotel will be released at the sole discretion of The Hotel without any further notification to The Company.

## ROOM REVIEW, ATTRITION AND NON-REFUNDABLE ADVANCE PAYMENTS

You understand and agree that upon signing this contract, The Ritz-Carlton Millenia, Singapore will reserve the guestrooms for "Convergent International Travel" to the exclusion of all other business. You therefore agree to abide by all terms relating to the confirmation of guestrooms, attrition rates, rooming lists and cancellation charges set out below:

- a. You have contracted a minimum guarantee of **6 guestrooms per night**, over the dates of **01-18 and 23-27 September** (both dates inclusive). Should this minimum materialization not be met, or in the event of a no-show or shortening of stay, the Hotel reserves the right to charge for the minimum materialization or the entire length of stay.

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b. Hotel is relying upon Convergent Travel's use of the Room Night Commitment. Convergent Travel agrees that a loss will be incurred by Hotel if Convergent Travel's actual usage is less than **6 guestrooms per night**, over the dates of **01-18 and 23-27 September**(both dates inclusive).out of the Room Night Commitment. Rooms picked up by Convergent Travel outside the Room-block will not count toward the Room Night Commitment.

c. If Convergent Travel's actual usage is less **6 guestrooms per night**, over the dates of **01-18 and 23-27 September**(both dates inclusive) out of the Room Night Commitment, Convergent Travel agrees to pay, as liquidated damages and not as a penalty, the difference between **6 guestrooms per night**, over the dates of **01-18 and 23-27 September**(both dates inclusive) out of the Room Night Commitment and Convergent Travel's actual usage, multiplied by the average group room rate, plus applicable taxes.

d. **Final Review: 3 days prior to arrival**  
Any release in guestrooms exceeding twenty percent (20%) of the total room block as set forth in page 2 of this agreement, be subject to one hundred percent (100%) charge.

Any non-materialization, as set forth in **the remaining room block will also be subject to one hundred percent (100%) charge based on the remaining room block.**

## ROOMING LIST

a. **3 days prior to each check-in date**, you shall provide a Rooming List to the Hotel. This Rooming List will enable the Hotel to allocate the guests to specific rooms and make all other necessary arrangements to ensure that your event is a success. The Rooming List serves the additional function of providing a final confirmation of the guestrooms reserved for you.

## CONFERENCE DETAILS

We will assign a Conference Services Manager to your room accommodation. He/ She will assist you with the details on all aspects of your room accommodation. You agree to discuss your arrangements with the Conference Services Manager to determine whether any labor charges and special service charges will apply in addition to those set forth in this contract. All of your room accommodation details should be finalized at least five (5) days prior to arrival.

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## PREPAYMENT

The Group shall make all required payments as stipulated in the pro-forma of this contract in the form of a bank draft, cashier's check or via telegraphic transfer payable to THE RITZ-CARLTON, MILLENIA SINGAPORE at :-

The United Overseas Bank, 3 Temasek Boulevard, #02-735 / 736 Suntec City Mall, Singapore 038983, Account No: 137-301-832-0 Branch Code: 037, Bank Code: 7375, Swift Code: UOVBSGSG.

Should the organization fail to pay any of the charges due, or otherwise default with respect to any provision of the Agreement, the Hotel may apply all or part of the deposit to the sums due to the Hotel. If the organization performs all of its obligations under this Agreement, the balance deposit shall be returned.

Without prejudice to any other claims or remedies which The Hotel may have, The Hotel shall be entitled to charge late payment interest on all outstanding amounts due and payable by The Company to The Hotel under this agreement from the date such amounts fall due to the date of full payment at the rate of two percent (2%) per month (before or after judgment) or the maximum amount permitted by law, if lower.

## PAYMENT SCHEDULE

In line with the Hotel's guidelines, we would require the following non-refundable deposit as an indication of a firm reservation of all the meeting arrangements.

DATE	GUEST ROOMS
Friday, 09 August 2019	100% of total rooms revenue

## CANCELLATION CHARGES FOR ENTIRE EVENT

In the event that you wish to cancel the entire event and withdraw from the package the following liquidated damages shall apply

Date of Cancellation Notice Received prior to first contracted arrival dates	Total Guestroom Revenue
Upon signing the contract	100% of total rooms revenue

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The total liquidated damages are calculated by multiplying the total room nights by the contract rate. The Hotel agrees that, after receipt of such amounts, it will not seek additional damages.

Advance payments held by the Hotel are non-refundable and will be applied towards any outstanding charges due to the Hotel, including cancellation damages due as a result of cancellation.

## **SERVICE CHARGE AND GOVERNMENT TAXES**

All rates, unless otherwise quoted, are subject to 10% service charge and Goods and Services tax (GST) at 7%. GST is calculated based on total amount, which includes service charge. Please note that that GST is subject to change in accordance with the government policy and will be borne by Convergent Travel.

## **NON PARTICIPATION IN LOYALTY PROGRAMS**

The Ritz-Carlton, Millenia Singapore does not participate in the Ritz-Carlton Rewards, Marriott Rewards or Starwood Preferred Guest Rewards Program.

## **PROHIBITION OF SMOKING**

Under the smoking (Prohibition in Certain Places) Act, smoking is prohibited in non-smoking rooms, restaurants, functions rooms, gymnasium, SPA and other public areas within the Hotel premises. Smoking is allowed only in smoking rooms and designated areas of the Hotel. The Tour Operator's assistance in notifying guests of this Law is appreciated. A penalty charge subject to Hotel's discretion will be imposed should guests smoke in a non-smoking room/area.

## **GOVERNING LAW AND JURISDICTION**

The parties agree that this Agreement and the Addendum shall be governed by and construed in accordance with the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the Courts of Singapore.

## **PRIVACY**

The Hotel is managed by an affiliate of Marriott. The Hotel is committed to complying with its obligations under applicable privacy and data protection laws, including, to the extent applicable, EU data protection laws. The Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

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Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual. Convergent International Travel Development Company Limited will obtain all necessary rights and permissions prior to providing any personal data to Hotel (for example rooming lists containing names and contact details of attendees), including all rights and permissions required for the Hotel, Marriott, service providers and their respective affiliates to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Marriott's privacy statement and applicable law.

## INDEMNIFICATION

Convergent International Travel Development Company Limited agrees to indemnify the Hotel and all its officers, agents and employees against all claims, losses or damages to persons or property, government charges or fines and costs (including reasonable attorney's fee) directly arising out of the occupancy or use of the premises by Convergent International Travel Development Company Limited and its guests, except those claims arising out of the gross negligence or willful misconduct of the Hotel.

## IMPOSSIBILITY CLAUSE

The parties' performance under the Contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it illegal or impossible for the Hotel to provide or for "Convergent International Travel Development Company Limited" to use the Hotel facilities or which materially affects a party's ability to perform its obligations or exercise its rights under the Contract (including, but not limited to the ability to hold the event). In such event, either party may terminate the Contract without liability for any one or more of such reasons, upon written notice to the other party within ten (10) days of such occurrence or receipt of notice of such occurrence.

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## TERMS OF AGREEMENT

This contract may not be modified, amended or changed except by a written document executed by all parties which have signed this contract. By executing below, each party warrants and represents that it is duly authorized and has the requisite approval to bind the entity which it represents.

The terms of this contract shall be binding upon the Hotel only if a copy of the agreement is duly signed by Convergent Travel and returned to the Hotel by Monday, 05 August 2019. In the event should we have an inquiry for your meeting space, we will accord a 48 hours right of refusal for you. Alternatively, should you have an earlier reply, kindly let us know.

Accepted By & On Behalf of :

Convergent International Travel Development  
Company Limited

Steven. si

Name

Oversea Contracting Manager

Designation

Steven. si

2019/8/5

Signature & Date



Company Stamp

Accepted By & On Behalf of :

RCMS Properties Private Limited doing  
business as The Ritz-Carlton, Millenia  
Singapore

Mr. Benny Jin

Name

Director of Sales - China

Designation

02 August 2019

Signature & Date

Authorized Signature

Ms. Tina Farn

Name

Assistant Director of Sales and Marketing

Designation **THE RITZ-CARLTON  
MILLENIUM SINGAPORE  
7 RAFFLES AVENUE  
SINGAPORE 039799  
TEL: (65)-6337 8888  
FAX: (65) 6338 0001**

Company Stamp

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