



**Creative Catering Solutions**  
福楼外宴餐饮服务合同

**To / 致**

张建新

**From / 自**

Pierre Wang 王东

**Company / 公司**

北京博源意嘉市场咨询有限公司

**Company / 公司**

FLO Prestige 北京福楼餐馆有限公司

**Phone No. and Address / 联系方式**

**Phone No. and Address / 联系方式**

138 1037 0540

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Pierre.W@flo.cn

**CONFIRMATION DETAILS / 确认细节**

<b>Function Date 活动日期:</b>	2020.1.12		
<b>Type of Function 类别:</b>	酒会		
<b>Schedule 时间:</b>	4pm-7pm		
<b>Venue 地点:</b>	后山艺术中心		
<b>No. of Attendance 人数:</b>	55		
<b>Revision 更改次数:</b>	1		
<b>Confirmation Status 确认状态:</b>	Yes	<b>Contract No 合同号:</b>	P20200112P





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Description 物品	Memo 备注	Unit Price (CNY) 单价(人民币)	QTY 数量	Days 天数	Amount(CNY) 总额(人民币)
Food	电影元素纸杯蛋糕	60	55	1	3300
Food	8寸翻糖蛋糕+ logo	2800	1	1	2800
Food	小餐单(3种) + logo	55	55	1	3025
Food	汉堡, 三明治	60	55	1	3300
Food	意面, 炒饭, 鸡翅, 沙拉	100	55	1	5500
Manning Breakdown	厨师*2; 服务生*6	400	8	1	3200
Transportation		900	1	1	900
Sub-total Amount 小计					22025
10 % Catering Fee (based on sub-total amount)					2202.5
6 % Government Tax (based on sub-total amount)					1321.5
Total 总共:					25549
After Discount 折后价					23000

**Article 1. TERMS AND CONDITIONS OF THIS EVENT / 第一条: 活动合同条款**

(Hereinafter FLO Beijing Limited will be referred as (the "FLO"), the paying party as "Client").  
(以下北京福楼餐馆有限公司简称“FLO 餐厅”，对方公司简称为“客户”)。

- 1.1 A 50% deposit is required to confirm the event.
- 1.2 A 75% deposit is required to confirm the event if the client's company is not registered in China.
- 1.3 The deposit is calculated on the total estimated price of the event.
- 1.4 The deposit is refundable if the client cancels the event through a written notice 7 days before the actual function date as stated in this agreement.
- 1.5 The deposit will not be refunded if the client cancels the event within 7 days before the actual function date.
- 1.6 The deposit must be settled 9 days before the actual function date.
- 1.7 The final balance MUST be settled within 3 days after the date of the actual event.
- 1.8 FLO accepts payment in cash, bank transfer, company check or by credit card.\*
- 1.9 Please send a copy of bank transfer receipt by fax or electronic copy for our file records.

1.1 客户需向 FLO 餐厅缴纳 50%的预付款，以确认活动。





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- 1.2 如果客户公司不在中国境内注册的话，则需向 FLO 餐厅缴纳 75%的预付款，以确认活动。
- 1.3 预付款是依据本次活动订单中的总计价格来计算的。
- 1.4 如果客户在本协议中载明的实际举行日期前 (7) 天以外发出书面通知取消活动的，那么预付款将予以退还。
- 1.5 如果客户在实际举行日期前 (7) 天以内 (含第 7 天) 取消活动，预付款不予退还。
- 1.6 预付款必须在实际举行日期 (9) 前天付清。
- 1.7 最终余额必须在活动结束后日期后 (7) 天以内一次性结清。
- 1.8 FLO 餐厅接受以下方式付款：现金、银行转账、公司支票或信用卡支付。
- 1.9 请通过传真发送一份银行转账凭据或其电子副本，供 FLO 餐厅存档备案。

**Article 1. RMB ACCOUNT / 第一条：人民币账户：**

Beneficiary/ 收款人 : **BEIJING FLO RESTAURANT / 北京福楼餐馆有限公司**  
Name of bank/ 银行名称 : **China CITIC Bank H.O. General Banking Beijing, China**  
中信银行出国中心支行  
Account Number/ 银行账号 : **8110701013400102646**  
Swift Code/ 国际汇款快捷代码 : **CIBKCNBJ100**

*\* Please be noted that personal checks are not accepted / \* 暂不接受个人支票*

**Article 2. FA PIAO POLICY / 第二条：发票信息**

2.1 As the Fa Piao (invoice) from FLO is limited to fees for the following categories i) MEALS  
ii) CONFERENCE, the client is required to select one category and fill in below information in order to avoid any future inconvenience:

2.1 因 FLO 餐厅可以开具的发票内容仅限于餐费，为避免开票后发生退换货情况，请贵公司提供以下信息，

Legal name of the company / 发票单位名称 : \_\_\_\_\_  
Fee's Category / 发票内容 : \_\_\_\_\_

**Article 3. CANCELLATION POLICY / 第三条：特别约定**

3.1 If cancellation of the event is received by FLO **less than 5 days** before the actual function date, the client agrees to pay FLO 100% of total of the event charges as calculated in this agreement.



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3.1 如果 FLO 餐厅在实际举行日期前不足 (5) 天接到活动取消通知, 客户同意向 FLO 餐厅支付本次活动订单中的全部费用的 100%。

**Article 4. PAYMENT / 第四条: 付款**

4.1 The remaining 50% will be invoiced after the event date and payment is required within 3 days. If the payment has not been received by the due date, FLO reserves the right to charge 1% interest rate of the total amount as stated in the contract for every expired day. The balance amount MUST be settled by cash, credit card or company check. For any adjustment made during the event as requested by the client which will result to an increase of the event's cost, the restaurant will present an invoice for client's signature at the end of the event. The updated invoice will be sent to client for reference.

4.1 除预付款以外的余款应在活动结束后之日起 (3) 天以内予以支付。如活动期间因客户要求作出调整而导致活动价格发生变化的, 则 FLO 餐厅将在活动结束后呈递一份帐单供客户签署, 客户应按帐单价格于活动结束后之日起 (3) 天以内据实支付。余额应以现金、信用卡或公司支票等方式支付, 客户如未按期支付款项, FLO 餐厅保留每逾期一日收取等于合同载明总金额 1% 的利息的权利。

**Article 5. GUARANTEE / 第五条: 保证**

5.1 A final, guaranteed guest count is required 7 days prior to the function date. The guaranteed number is the minimum number of guests for which the client will be charged. Should the client need to increase the guarantee; FLO will make every effort to accommodate the client. If no guarantee is received at the appropriate time, FLO will assume the number expected on this function sheet to be correct, and food preparation and service charges will be made accordingly.

5.1 最终的保证嘉宾人数必须在举行日期前 (7) 天提供。保证的人数是最少的嘉宾人数, 超过此人数, 客户将按相同标准额外支付费用。如果客户需要增加保证人数, FLO 餐厅将尽一切努力满足客户。如果在约定日期前未收到保证人数, FLO 餐厅将假定订单上的预计人数是正确的, 并将相应作好食物准备和收取服务费。

**Article 6. NON-COMPLIANCE / 第六条: 不合规条款**

6.1 If the required deposit or payment is not received by the date indicated, regrettably the reservation for the event may be subject to cancellation without prior notice. Re-instatement of the reservation can only be made upon receipt of payment and the availability of FLO to accommodate the scheduled event.

6.2 Both parties agree that the Article 121 in "Contract Law of the People's Republic of China" is regarded as the significant clause of this Contract and as the permanent and irrevocable clause, both parties shall not make any modification or cancelation of this article unilaterally or by both





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parties in any link during the performance of this Contract, otherwise the modification or cancellation shall be deemed as invalid.

- 6.1 如果指定日期前 FLO 餐厅未收到预付款，那么本次活动将被取消，且无需另行通知，FLO 餐厅将不再履行本合同条款之全部义务。客户在指定日期后交来预付款的，能否重新安排预约，由 FLO 餐厅根据当时实际情况确定。
- 6.2 双方同意《合同法》第一百二十一条之规定作为本合同之重要条款，该条款为永久不可撤销、变更之条款，双方在本合同履行之任何环节均不得单方或双方共同对此条款作任何变更或删除，否则变更或删除行为视为无效。

**Article 7. EXCLUSION OF LIABILITY / 第七条：责任排除条款**

- 7.1 FLO will not be held responsible for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statues of the people republic of China's government, strikes, riots, any act-of-god cases or conditions beyond the control of the restaurant.
- 7.2 FLO will not be liable for any loss or damages to the patrons' or their guests' property left in the event prior to, during or following a function. The client assumes full responsibility for the conduct of all persons in attendance at the event and for any damage incurred by FLO or persons as a result of the event.
- 7.3 If the client has any disagreement during the execution of the contract, it is the responsibility of the client to inform the restaurant through written notice within 24 hours after the contracted date of the catering event as stated on the contract. Otherwise, it will be regarded that the client has no objection to fulfill its obligations prescribed in the contract.
- 7.1 若直接或间接因战争、中华人民共和国政府法令变更、罢工、骚乱、自然灾害或超出餐厅控制范围以内的条件而未能履行协议规定义务，FLO 餐厅将不承担任何责任。
- 7.2 对于活动之前、期间或之后留下的赞助人或嘉宾的财产所遭受的任何损失或损害，FLO 餐厅将不承担任何责任。对于出席活动的所有人士的行为以及餐厅或其他人士因活动遭受的损害，责任完全由客户承担。
- 7.3 若客户对 FLO 餐厅履行本合同过程持有异议，应在本合同约定的活动日期结束后的 24 个小时内书面提出，否则视为对 FLO 餐厅履行本合同无异议。

**Article 8. DISPUTE RESOLUTION / 第八条：争议解决**

- 8.1 This Contract is written and governed by the law of Peoples's Republic of China.



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8.2 Any dispute or discrepancy arising from or in connection with the fulfillment of this contract shall be solved by FLO and the client upon negotiation; If such negotiation effort fails, either party hereto may present the case in dispute to Beijing Chaoyang district people's Court for an arbitral award.

8.1 本合同依据中国法律书就，适用中华人民共和国法律。

8.2 双方因本协议所发生的一切争议，应本着友好协商的态度予以解决，如协商不能解决或不愿协商的，任何一方均可向北京朝阳区人民法院提起诉讼。

**Article 9. MISCELLANEOUS / 第九条：其它**

9.1 This Contract is made in Chinese, in the event that any English version is attached hereto at signing, Chinese version shall prevail should any content or expression of such English version is in dispute with the Chinese version.

9.1 本合同以中文书就。如双方签署时附英文文本，如英文文本的内容及文字所表达意思与中文文本不符时，以中文文本为准。

The Maison FLO Beijing

北京福楼餐馆有限公司

Frankie Foo  
Sales Director



For and on behalf of  
(Legal name of the company)

客户公司：  
(授权公司)

Signature with Company chop

公司盖章：

Name 授权人名：

Title 头衔：

ID 证件号：

Date 日期：