



CONFERENCE AND EVENT AGREEMENT

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.

Client Name: Department of Foreign Affairs ("You" or "you" or "your" or "Client")		Hotel Owner Name: Deluxe Hotels and Recreation Inc. currently trading as Hilton Manila (collectively, "Hotel" or "we" or "our" or "us")	
Client Mailing Address:	3/F DFA Building 2330 Roxas Boulevard, Pasay City, 1300, Metro Manila, Philippines	Hotel Address:	1 Newport Blvd, Newport City, Pasay City, 1309 Metro Manila, Philippines
Client Contact Name:	Christopher B. Montero	Hotel Contact Name:	Marc Christian Afable
Title:	Assistant Secretary – Human Resources Management Office	Title:	Event Sales Executive
E-mail address:	Thru hrmo.gender@dfa.gov.ph	E-mail address:	marcchristian.afable@hilton.com
Phone / Mobile:		Phone:	63 2 7239 7788
Fax:		Fax:	63 2 7239 7789
Event Agreement Issue Date:	03 November 2022	Agreement Number:	A0000426
Event Dates:	23-25 November 2022	Name of Event ("Event"):	DFA Gender and Development Assembly
Arrival Date:	22 November 2022	Post to Reader Board As:	DFA Gender and Development Assembly

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:

Room Block Booking Details:

A. Room Requirements

		Tue 11/22/2022		Wed 11/23/2022		Thu 11/24/2022	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate
Hilton Guest Room	Double	70	₱6,878.48 nett	70	₱6,878.48 nett	70	₱6,878.48 nett

Total Number of Bedroom Nights Reserved: 210

The above bedroom rates are inclusive of Buffet Breakfast, and are net, non-commissionable/commissionable.

Delegate Package Information:

This Event is based on a minimum number of 170 delegates per day.

Function Details (see additional details if any in the Schedule of Events)

Date	Time	Event Class	Room	Setup	GTD	Remarks
Tue, 11/22/22	2:00 PM - 5:00 PM	Check- In Venue	Meeting Room 1A	Theater		
Wed, 11/23/22	8:00 AM - 5:00 PM	Package Meeting	Ballroom 2	Classroom	170	PhP 2,947.92 nett per person
Wed, 11/23/22	8:00 AM - 5:00 PM	Office	Meeting Room 1A	Office	10	PhP 17,250 nett
Thu, 11/24/22	8:00 AM - 5:00 PM	Package Meeting	Ballroom 2	Classroom	170	PhP 2,947.92 nett per person
Thu, 11/24/22	8:00 AM - 5:00 PM	Office	Meeting Room 1A	Office	10	PhP 17,250 nett
Fri, 11/25/22	8:00 AM - 5:00 PM	Package Meeting	Ballroom 2	Classroom	170	PhP 2,947.92 nett per person
Fri, 11/25/22	8:00 AM - 5:00 PM	Office	Meeting Room 1A	Office	10	PhP 17,250 nett

***Subject to change at our discretion.**

Our Meeting Package is at PhP 2,947.92 nett per person inclusive of the following:

- One (1) unit of LCD projector with built-in screen
- Complimentary wireless internet access
- AV tech specialist on site
- Basic sound system with two (2) wireless microphones
- Conference meeting pads and pens
- Whiteboard, flipcharts, markers and erasers
- Two (2) food selections for AM and PM Snacks
- Buffet Service
- Free-flow of coffee and tea
- Bottled Water
- One (1) round of House blend Iced Tea

Audio Visual and Internet Access

We are pleased to inform that our Hotel carries a wide range of audio visual equipment for your event. A list of generic equipment is available on request basis. The Hotel retains the right to set and control the volume of music during the event.

Breakdown of Total Anticipated Revenue

Summary of Total Anticipated Revenue for this Event	
Total Anticipated Bedroom Revenue	PhP1,444,480.80
Wholeday Meeting Package based on minimum of 170 guests at 2,947.92 nett per person per day and Secretariat Rooms	PhP1,555,189.20
Total Anticipated Revenue including taxes and service charge	PhP2,999,670.00

** Does not include gratuities, labour surcharge, applicable national or local taxes or any other fees outside of food and beverage product sales*

** Rate is inclusive of 0.83 Local Tax, 12% VAT and 10% Service Charge*

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

The performance damages owed will be the amount necessary for the Hotel to receive no less than **95%** of the Total Anticipated Revenue listed in the summary table above, plus applicable national and local taxes.

The following hypothetical example is provided to illustrate the calculation of performance damages. If for a certain event a hypothetical client and the hotel agree that (i) the Total Anticipated Revenue for the event will be **PhP2,442,131.40**, and (ii) that the client must achieve at least **80%** of the Total Anticipated Revenue (such percentage which is sometimes referred to as "attrition") in order to avoid paying performance damages. Thus, that client must achieve at least PhP1,953,705.12 in actual total expenditure (**80% multiplied by PhP2,442,131.40**) in order to avoid paying performance damages. Client thereafter holds the event and achieves PhP1,465,278.84 in actual total expenditure, resulting in performance damages equal to PhP488,426.28 (PhP1,953,705.12 less PhP1,465,278.84), plus applicable national and local taxes.

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

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue Owed	Amount of Cancellation Damages Owed, plus applicable national and local taxes
Cancellation between <u>NOVEMBER 15, 2022</u> and first date of Event:	100% of original Total Anticipated Revenue for the Event	₱2,442,131.40

Payment Breakdown (see Terms of Payment)

You do currently have credit facilities with Hilton Worldwide or us. Singed Contract, CAF, NOA and NTP is required one (1) week prior the event.

All percentages above refer to the Total Anticipated Revenue, inclusive of applicable national and local tax.

Balance and incidentals will be paid upon check-out through cash or credit card. All percentages above refer to the Total Anticipated Revenue, inclusive of service charge and applicable national and local taxes.

Payment Instructions

Payments can be made either by certified cheque, made payable to 'Deluxe Hotels and Recreation Inc.', or by major credit card as per the Standard Terms and Conditions (see Terms of Payment), or by Bank Transfer to the following details:

SWIFT CODE:	BNORPHMM
Account Number:	USD Savings Acct No 106950297458 PHP Checking Acct No 006958008191
Beneficiary Account Name:	DELUXE HOTELS AND RECREATION INC.
Bank / Branch Name:	BDO UNIBANK, INC. / NEWPORT CITY BRANCH
Address of Bank:	G/F NEWPORT OFFICE BLDG. #1, NEWPORT CITY, PASAY 1309, PHILIPPINES

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

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.

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.

ACCEPTED AND AGREED TO:

Department of Foreign Affairs

Deluxe Hotels and Recreation Inc., currently trading as Hilton Manila by Hilton Worldwide, Inc., as manager

By: 
Signature

Name: Christopher B. Montero

Title: Assistant Secretary, HRMO

Dated: 11/03/22

By: 
Signature

Name: Marc Christian Afable

Title: Event Sales Executive

Dated: 11/03/22

STANDARD TERMS AND CONDITIONS

DEFINITIONS USED IN THIS CONFERENCE AND EVENT AGREEMENT

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

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.

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.

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).

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

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.

Hilton Worldwide means Hilton Worldwide, Inc.

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.

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.

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

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

ALL RATES ARE QUOTED IN PHILIPPINE PESO (PHP)

A - TOTAL NUMBER OF BEDROOM NIGHTS RESERVED

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

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

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).

B – DELEGATE PACKAGES

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

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).

C – FUNCTION DETAILS

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

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

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).

4. TERMS OF PAYMENT

1. OPTION DATE

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

2. RESERVATION METHOD (APPLICABLE FOR BEDROOM ONLY)

2.1. All the bedrooms provided for in your Room Block will be reserved on a *definite* basis for you upon signing and returning this agreement to us. Reservations may be made either directly by your attendees via the Internet using the **HiltonLink** (please visit <http://group.hilton.com/HiltonLink> to create your Personalized Web Page at least 7 days prior to when housing is scheduled to open); or via a **rooming list**. If you intend to use a rooming list, please contact your designated event manager and request an Excel template to create your rooming list.

2.2. Hilton Worldwide offers direct download into many hotel reservation systems using RAPID! (Reservation Automated Processing Input and Delivery). Please contact your designated event manager to determine if RAPID! is available for your Event.

2.3. At least 14 days prior to your Arrival Date, you shall provide to us either (i) individual reservations by means of a HiltonLink, or (ii) a rooming list detailing names of attendees for each bedroom type and date of arrival and departure.

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

2.5. 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.

2.6. Hilton Worldwide's online **Guest List Manager (GLM)** allows groups to view and manage guest lists as well as view room count summaries for their room block. Please contact your designated event manager to determine if your Event is eligible for GLM.

2.7. If you request that we provide you and/or your representative(s) with access to guest reservation information pertaining to your attendees who have reserved rooms at our Hotel as part of your Room Block, then you certify that you have already obtained, or will obtain, consent from each of your attendees for our Hotel or Hilton Worldwide to provide to you and/or your representative(s) such attendee's reservation information, and you further agree to reimburse us and Hilton Worldwide for any costs, damages, fees or expenses of any kind arising from any claim(s) by an attendee relating to our or Hilton Worldwide's disclosure of any attendee's reservation information to you and/or your representative(s).

3. DEPOSITS / CONFIRMATIONS / EARLY CHECK OUT FEE

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.

3.2. 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 equivalent to 50% off the room rate/category requested. 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 of the charge.

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 and a late check-out fee of the **full amount of the room rate/category assigned**. Attendees wishing to avoid a late check-out fee should advise us at check-in of any need for an extended check-out time.

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

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

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.

4.2.2. If the Event is taking place more than 30 days prior to the Event Agreement Issue Date, a deposit of 30% 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.

4.2.3. 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.

4.2.4. 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.

4.2.5. 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.

4.3. 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, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International.

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").

4.5. 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.

4.6. Accounts 30 days past due will be charged interest at a rate of 3% above the **Deluxe Hotels and Recreation Inc.**, 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.

5. ADDITIONAL SPEND

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.

6. EVENT PLANNER BONUS PROGRAMME

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

the Planner (as applicable) before the Event that some other person is to receive the Event Planner Bonus.

6.2. The applicable Event Planner Bonus for your Event is specified in the Event Agreement. Full details and rules regarding the Event Planner Bonus Programme are available by visiting www.hilton.com. Hilton Honors membership, earning of points and redemption of points are subject to Honors Terms and Conditions. The Event Planner Bonus will only be issued after our receipt of full payment for the Event and in accordance with the Event Planner Bonus Programme rules. For the avoidance of doubt, no Event Planner Bonus will be awarded to the Event Planner based on cancellation damages or no-show charges.

6.3. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorised representative of the Event Planner's employer must be submitted to us, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. We can provide an acknowledgement form acceptable to us.

6.4. 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 Event Planner Bonus is required and for making such disclosure if it is required. Further, you (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim that disclosure was insufficient.

7. COMMISSION (APPLICABLE TO AGENTS ONLY)

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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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 Hilton Worldwide portfolio of hotels.

8. OUTSIDE FOOD AND BEVERAGE

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.

9. DELIVERIES

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.



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.