

5 December 2022

Name: Mr. Nathaniel G. Imperial Designation: Assistant Secretary

Department: Office of the Asian Pacific Affairs

Company: DFA

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CALIRAYA RESORT CLUB INC CONTRACT

Dear Mr. Imperial,

Thank you for choosing CALIRAYA RESORT CLUB (the "Resort") as venue for your <u>TEAMBUIDING</u> this coming <u>December 7-8, 2022 (Wednesday - Thursday)</u> with a minimum guarantee of <u>38 persons</u>.

We are very glad to inform you that we are extending discounts to your company every time you have bookings. As our valued patron, please see below the special package (the "Contract") that you avail for your group, to wit:

PACKAGE: 2 DAYS & 1 NIGHTS STAY

PHP 160,000.00
TOTAL: P160,000.00

PACKAGE INCLUSIONS:

- Bus Transfer (Pick up to DFA Pasay to Caliraya Vice Versa) ALL IN with Gas, Toll Fee and Driver.
- Entrance Fee (Check in time: 2:00PM / Check out time: 12:00NN)
- Ferry boat ride (approximately 2-3 minutes)
- Accommodation with Air-conditioned Room.
- Jeepney transfer inside the resort
- Buffet Meals: (Eat All you Can)

DAY 1 - AM SNACKS, LUNCH, PM SNACKS, DINNER DAY 2 – BREAKFAST, LUNCH

USE OF FUNCTION ROOM (Served with Hot Coffee and Hot Tea)

INCLUSIONS: Tables & Chair, PA/ Sound System unit with Microphone Wide Screen, White Board, White Board Marker (1pc) & Eraser

Water Station - Water Dispenser (cold only) with Disposable Cups

- Use of House of Prayers
- Free Teambuilding Games (4 Games Selection with Facilitator)
- Use of Magic Sing for 5hrs during Socials.
- Free use of Swimming Pools (2 Adult Pools & 1 Kiddie Pool)
- Free use of Slide Pinoy, Slip and Slide, Earth ball and Obstacle Course
 **The free use of these facilities shall not entitle guests to convert the same into cash or to offset the same against any obligation incurred by the guests.

**Tickets purchased for any of the rides and facilities should be used during the booking period only, otherwise, the same shall be forfeited. Tickets once purchased shall be non-refundable regardless of the circumstance or reason (sickness, health etc.)

PAYMENTS CAN BE MADE THROUGH:

ANY MARKET SEGMENT Bank: ROBINSONS BANK

Account No.:S/A 100930100000167

Account Name: Caliraya Resort Club Inc. ANY MARKET SEGMENT
Bank: BDO

Account No.: S/A 000661306895 Account Name: Caliraya Resort Club ANY MARKET SEGMENT Bank: RCBC Commercial

Account No.: S/A1-315-09990-7 Account Name: Caliraya Resort Club Inc.

GCASH QR CODE:



Note: "Any payments that are not paid, deposited, transferred, or remitted on the details provided above shall not be honored".

Should you be amenable to our Contract, please signify your conformity by signing on the space provided below and on each page of the attached terms and conditions, and returning the signed copies to us. Your conformity to our Contract shall further subject our agreement to the attached terms and conditions.

Thank you for your booking in our resort and more power.

Very truly

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MS. CHI VILLANUEVA

Sales Manager

Noted by:

MS. PSYCHE BATOON Senior Sales Manager

Approved by:

MS. ROSSEL ABINSAY
Director of Sales & Marketing

Conforme:

MR. NATHANIEL G. IMPERIAL

Assistant Secretary

Date Signed

TERMS & CONDITIONS

- No guest shall be allowed entry and/or accommodated into the resort without a written final contract duly signed by the guest and the resort.
- 2. The resort shall not be liable for any injury or death, or any loss of or damage on, any personal property or belongings of the guest during or after his stay at the resort.
- 3. By signing hereon or when allowed entry or accommodated in the Resort, the guest/s has/have thereby agreed to comply and/or be bound by the House Rules of the Resort.
- 4. Parking fee Day tour P150, Overnight P300.
- 5. The guest agrees to pay for the amount stated above and other incidental charges for the services and the facilities that will be provided by the CALIRAYA RESORT CLUB, INC.
- 6. The Resort shall charge the guest, and the guest agrees to pay the total number of persons guaranteed and reserved or the actual number of guests present, whichever is higher.
- 7. Payments may be deposited to the foregoing Resort accounts as indicated in the Proposal or be paid in cash or Manager's Check with the Resort's cashier at its offices.
- 8. A non-refundable 50% deposit, based on the total package is payable within the period stated above. Balance, as well as other charges, that are not yet included in the estimated bill, shall be paid not later than five (5) days before the function or check-in date.
- 9. All quoted rates above are inclusive of 12% VAT.
- 10. A penalty of 4% per month or a fraction thereof will be charged every month hereafter for delayed payments.
- 11. Should there be any reduction in the number of guaranteed and reserved rooms, the Resort reserves the right to impose a one night room charge for all rooms or packages reserved.
- 12. CANCELLATION POLICY:

No cancellation of reservation or booking is allowed. Should the reservation or booking be cancelled, for whatever reason, the 50% deposit shall be forfeited in favor of the Resort. If the deposit made is less than fifty per cent (50%) of the total obligation of the guest under this arrangement, the guest shall deliver and/or pay the Resort of the balance of the deposit as part of the penalty. In addition thereto, depending on when the cancellation was made, the following penalties shall be applied, to wit:

Cancellation Date	Penalty
91 days or more before the check-in date	5% of the remaining balance
61-90 days before the check-in date	10% of the remaining balance
46-60 days before the check-in date	20% of the remaining balance
31-45days before the check-in date	40% of the remaining balance
15-30 days before the check-in date	60% of the remaining balance
8-14 days before the check-in date	80% of the remaining balance
0-7 days before the check-in date	100% of the remaining balance

any payment/s made on top of the deposit shall be applied to the penalty, without prejudice to the Resort collecting from the client the deficiency if the said payment/s are insufficient.

13. REBOOKING POLICY:

The client and his/her/its guests may request for Rebooking subject to the following surcharges to be imposed, to wit:

Rebooking Date	Penalty
More than 90 days	No penalty
61-90 days before the check-in date	5% of the total contract price
46-60 days before the check-in date	10% of the total contract price
31-45 days before the check-in date	20% of the total contract price
15-30 days before the check-in date	30% of the total contract price
8-14 days before the check-in date	40% of the total contract price
0-7 days before the check-in date	50% of the total contract price

The Resort has the right to offer the earliest possible schedule to the client and his/her/its guests. Subject to the surcharge above, the client is only given one (1) rebooking opportunity, which rebooked date will be limited to a date within 30 days from the original date of reservation. In case the failure to rebook is due to the non-availability of rooms within the thirty (30) day period, or unavailability of the guest during the said period, the cancellation penalty shall still apply to the guest in case he/she/it fails to utilize the rooms reserved on their original dates. Failure of a guest to consummate his/her/its original booking or rebooked date will give the Resort the right to forfeit the reservation/s of the guest and demand payment for the whole contract price and penalties.

- 14. Any food, rental of facilities and other incidentals which are left unsigned and unpaid by the guest after the function or usage thereof shall be forwarded to him/her/it for payment. If the guest fails to settle the bill within five (5) days from receipt of the demand, the Resort may file the appropriate legal action for the recovery or collection of the unpaid amount without any need of further demand.
- 15. Any loss, damage or injury that the Resort guests may suffer, attributable to acts or omission of the client and/or his/her/its guests during their stay therein, whether deliberate or through negligence, shall be for the account of and responsibility the client. The client, primarily, and/or his/her/its guests shall keep the Resort free and harmless from any liability arising from their acts or omissions which caused loss, damage or injury. Any liability imposed upon the Resort arising from or connected with the acts or omissions of the client and/or his/her/its guests shall be reimbursed by the client and/or his/her/its guests without prejudice to the Resort collecting all legal fees and damages incurred by it.
- 16. The Resort shall not be liable for any damages or loss of merchandise left, during or after the period of stay.
- 17. Issued keys should be turned over to the Front Office upon check out. Lost key shall be charged P2,500.00.
- 18. The guest agrees that bringing of food and drinks (soft drinks or alcoholic beverages) is strictly prohibited within the Resort, however, should the guest wish to bring their own items, standard corkage fees shall be applied accordingly. The guest also fully understands that the Resort is not liable for any illness resulting from consumption of food taken from outside the resort.
- 19. The Resort strictly prohibits cooking or heating of food within any of the resort's lodging facilities (hotel, duplex, cottages, picnic huts, etc.).
- 20. The guest agrees that gambling and the use of prohibited drugs are strictly prohibited. Drinking of alcoholic beverages and/or smoking are restricted to designated areas only (Driving Range, Zion Shed, Villa Sala and living area). A fine of P1,000.00 shall be charged against any person violating the policy against drinking and smoking.
- 21. The Resort prohibits pets in the rooms or anywhere within the vicinity.
- 22. The guest understands that room amenities are part of the room set-up and must not be taken anywhere outside the room.
- 23. Bath Towels (limited number only) will be made available within the Swimming Pool Area ONLY. A P300.00 penalty, per Towel, per instance will be imposed as penalty and added to the Total Charges if a Room Towel is brought outside the room.
- 24. The resort prohibits littering, picking of fruits and flowers within the premises. A P50.00 penalty shall be charged for violation thereof.
- 25. In order to reduce carbon emission and contribute to energy and water conservation, the guest agrees to turn off lights & airconditioning unit when leaving the room, and to always ensure that faucets are closed when not in use.
- 26. The Management does allow placing of signs/posters unless the consent of Management is obtained.

27. The guest fully understands that the resort club ensures safety and security to everyone. Any firearms or deadly weapons are to be surrendered to the in-house security for safekeeping.

28. The guest agrees that nothing must be attached to the floors, walls, ceilings or columns of the hotel/resort facilities by nails, screws, pins, tapes, double sided tapes, gun tucker or other means; otherwise, any damage shall be chargeable to the guest violating the same.

29. Flammable or explosive materials are not allowed for display or use in any part of the resort premises.

30. Guests fully agree to strictly follow the Meal Schedules: Breakfast at 7:00am to 8:00am only / Lunch at 12:00nn to 1:00pm only / Dinner at 6:00pm to 7:00pm only.

31. Guests are to strictly follow the Room Check-In Time at 2:00pm and Check-Out Time at 12:00nn the following day. Our Housekeeping Staff will access the rooms and start cleaning and setting up for the next room occupants for the day (back-to-back setup) at 12:00NN sharp.

32. Groups or Guests with Lunch (12:00NN to 1:00 PM) as their Last Meal (simultaneous with Check-Out Time) are required to bring all their luggage and stuff to the Function Hall near the Dining Area. They will be assisted by our Jeepney Driver and Bell Staff.

33. We accommodate Day Tour Guests from 7:00am to 5:00pm.

34. The Resort allows indoor activities up to 10:00pm only. Silence should be observed after 11:00pm in respect of other guests.

35. The Resort reserves the right to substitute similar or comparable accommodations/menus/teambuilding schedules for the function in case of fortuitous events/causes beyond its control, and substitution shall be accepted by the guest as full compliance / performance under this Agreement. (This clause covers the outdoor events and set ups such as Dinner by the lake, Special Banquets or Wedding by the lake, Dining and Cruising by the boat and Teambuilding outdoor activities).

36. The quoted rates for all the Resort's Guests are already discounted but not exempted from the 12% VAT and other government taxes.

The guest acknowledges that the availment of the accommodations and facilities of the Resort shall be an acceptance of the terms and conditions provided herein.



Kagawaran ng Ugnayang Panlabas

Department of Foreign Affairs

OFFICE OF FINANCIAL MANAGEMENT SERVICES

CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **TWO HUNDRED SIXTY THOUSAND PESOS ONLY (Php260,000.00)** is available to cover the cost of Team Building Activity for ASPAC Personnel in December 2022, chargeable against **ASPAC FY 2022 MOOE** for **Training Expenses**, pursuant to FY 2022 General Appropriations Act (GAA) (R.A. No. 11639) and subject to existing budgeting, accounting, auditing and government procurement laws, rules and regulations.

Funds provided for the purpose will be valid up to 31 December 2022.

This Certification is issued for whatever lawful purpose it may serve.

LYRIE F. FULGENCIO

Acting Department Chief Accountant

11-22-0110 BUDGET DIVISION-CAF 18 November 2022