



CATERING AGREEMENT

01 September 2022

Department of Foreign Affairs 2330 Roxas Blvd., Pasay City	Shangri-La at the Fort, Manila 30 th Street corner 5 th Avenue, Bonifacio Global City, Taguig City
MR. ALFONSO A. VER Assistant Secretary Office of Middle East and African Affairs	Sandra "Cas" Convento <i>Events Manager</i> T. +632 8820 0888 loc 7524 M: +63 9054072153 E: sandra.convento@shangri-la.com

Re: Department of Foreign Affairs-12th Philippine-Israel Joint Commission Meeting on 05 September 2022

This Agreement together with the Appendices appended herein (collectively, the "Agreement") is entered into between **Department of Foreign Affairs** (the "Organiser") and **Shang Global City Properties, Inc.** (the "Hotel") at Shangri-La at the Fort, Manila located at 30th Street corner 5th Avenue, BGC (the "Property") for the **Department of Foreign Affairs-12th Philippine-Israel Joint Commission Meeting on 05 September 2022** (the "Event").

1. Function Space Allocated for Event:

Organiser shall reserve, and **Hotel** shall make available the following Function Space for the purposes of **Event**:

Date/Day 2022	Time	Function	Room	Minimum Guarantee	Setup	Attendees
05 September 2022	08:00PM- 05:00PM	Whole Day Meeting	Abaca	Php69,600.00net <i>(Consumable on Food & Beverage)</i>	Boardroom	20
			Hablon	Php34,800.00net <i>(Consumable on Food & Beverage)</i>	Boardroom	10

Use of Function Space: To protect the safety and security of all **Hotel** guests and property, **Organiser** will obtain **Hotel's** advance written approval before bringing in and/or using items in **Event** and Function Space that could create noise, noxious odours or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). **Organiser** will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by **Hotel** as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

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26 August 2022

Department of Foreign Affairs 2330 Roxas Blvd., Pasay City	Shangri-La at the Fort, Manila 30 th Street corner 5 th Avenue, Bonifacio Global City, Taguig City
MR. ALFONSO A. VER Assistant Secretary Office of Middle East and African Affairs	Sandra "Cas" Convento Events Manager T. +632 8820 0888 loc 7524 M: +63 9054072153 E: sandra.convento@shangri-la.com

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2. Assignment of Function Space:

- **All attendees of the Event should be fully vaccinated against COVID-19 and must observe minimum public health standards as part of IATF protocol.**

The Function Space is designated for **Event** according to the expected number of delegates attending, set up requirements and facilities required for **Event**. **Hotel** reserves the right to reallocate alternative function/meeting space as it deems suitable for **Organiser's** and **Event's** requirements should there be any change in the expected attendance.

3. Pre-Function Area:

As the common area outside the Function Space(s) ("Pre-Function Space") is open plan, no **Organiser** has exclusive right to access the total Pre-Function Space and each **Organiser** is limited to the Pre-Function Space immediately adjacent to their assigned Function Space. At all times, flow spaces must be left clear for ease of movement of all **Organisers**.

4. Commencement and Vacating of Rooms:

Hotel reserves the right to book other **Events** in the same Function Space up to one hour before the scheduled **Event** commencement time and one hour after the scheduled **Event** finishing time. If **Event** exceeds the agreed times, **Hotel** reserves the right to impose a labour surcharge for each hour and part thereof that the Function Space is occupied, as well as an adjusted Function Space charge to reflect the additional time utilised. Additionally, **Hotel** reserves the right to book another function in adjoining rooms at any time.

5. Minimum Spend:

The minimum spend anticipated by **Hotel** under this Agreement is:

Minimum Food & Beverage Spend (based on committed F&B minimum):	Php104,400.00net
Total Minimum Spend	Php104,400.00net

Except where required by any applicable law, the minimum spend will include taxes and other charges. If **Organiser** does not fulfil all of its commitments or cancels this Agreement, **Organiser** agrees that **Hotel** will suffer damages that will be difficult to determine or quantify. As such, the **Organiser** agrees to pay the "Cancellation Amounts" as set out below.

6. Banquet Event Orders:

Organiser will receive Banquet **Event** Orders ("BEO's") which will outline the complete details and terms and conditions including final menu selections, pricing, room set up and décor for **Event(s)**. **Organiser** is required to sign and return the BEO's no later than seven (7) business days prior to **Event** start date.

7. Postponement and Cancellation of Event:

In the **Event** that **Organiser** postpones the **Event** date or cancels this Agreement, **Organiser** will provide written notice to **Hotel** ("**Postponement or Cancellation Notice**") and pays **Hotel** (except in the case of a Force Majeure) the amounts (inclusive of taxes and service charges) indicated below:

Review Date	Change in Room Block Commitment
Upon Confirmation	Organizer can no longer cancel the blocking with 100% payment of Total Minimum Spend = PHP104,400.00net

Hotel has kept available for **Organiser** the Function Space required for the purposes of **Event**. All amounts owed by **Organiser** to **Hotel** pursuant to this clause are payable within Thirty (30) days after an invoice has been issued.

Organiser acknowledges and agrees that the "Cancellation Amounts" as set out under clause 7 respectively is a reasonable and genuine pre-estimate of losses that would be incurred by **Hotel** and do not constitute a penalty

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of any kind. Should **Organiser** fail to pay the "Cancellation Amounts" within the stipulated timeframes as set out above, without prejudice to any other rights of the **Hotel** under the Agreement, **Hotel** may deduct such sum from any monies due or to become due to **Organiser** under this Agreement or recover as a debt due to **Hotel**.

8. Deposit / Payment Procedure:

We shall arrange for send-bill of total charges once your application for Send Bill arrangement has been approved by our Credit Department. Kindly provide the (Certificate of Availability of Funds & Notice of Award) by 30 August 2022 so we can proceed with the application.

In the meantime, to confirm your tentative reservation, a signed copy of this letter is required on or before **30 August 2022**. Should we not receive the signed Agreement on the above mentioned date, the hotel reserves the right to automatically release the space for other interested parties. If another organization will ask for the same space on a definite basis before 30 August 2022, the Hotel will give you a 48-hour option to confirm the space being held.

Upon receipt of the signed copy of this Agreement, we shall immediately convert your reservation to a definite status and shall automatically turn down other existing and incoming bookings.

As it will be difficult to ascertain the total amount of lost business for the hotel in the event of a cancellation or any change in the reservation, a fee equivalent to the total banquet charges shall be imposed.

Any amounts not paid by the end of Event will accrue interest at 1½% per month over the outstanding unpaid amount on and from the end of Event. Organiser agrees that Hotel shall, notwithstanding anything in the Agreement, be entitled to deduct from or set off against any monies due from Hotel to Organiser, any sum or sums which Organiser is liable to pay or allow to Hotel under the Agreement, or any other contract Organiser has with Hotel or otherwise according to law.

If send bill arrangement is confirmed. Charges must be settled within Thirty (30) days from receipt of the hotel invoice. Should actual charges for this stay/event exceed the contracted/purchase order amount, the balance and incidental charges need to be acknowledged by the on-site contact and will be billed separately from the approved Certificate of Availability of Funds and Notice of Award. Additional Certificate of Availability of Funds and Notice of Award Revised Letter of Authorization should be sent within (15) days of receipt of preliminary bill.

AGREED BY:


MR. ALFONSO A. VER
Assistant Secretary
Office of Middle East and African Affairs
Department of Foreign Affairs

Date:

Initial: 



9. Service Charge:

A service charge, currently 10% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 10% of total food and beverage revenue) that is paid directly to food and beverage staff. The remainder of the service charge is retained by **Hotel** to cover non-itemised costs of **Event**.

10. Decoration:

Hotel may, subject to payment of any additional fees, provide banners and backdrops for **Event** provided that no less than ten (10) days' notice is given to **Hotel** prior to **Event** start date. A quotation will be provided to **Organiser** upon **Hotel's** receipt of the required specifications. **Hotel** reserves the right to refuse the display of any banners, backdrops, props or signage that are brought to **Hotel** without the prior written consent of **Hotel**. All set-ups for **Hotel** prior approved props and backdrops to be installed by **Organiser's** appointed contractors shall be in compliance with safety and fire regulations prescribed by local laws and regulations and by **Hotel's** directions on fire and safety standards. **Hotel** shall not be responsible for any consequences arising from **Organiser's** breach of such laws, regulations and/or standards.

11. General Terms and Conditions:

The parties agree to comply with the provisions set forth in Appendix 1 (**General Terms and Conditions**).

12. Data Protection Compliance:

The parties agree to comply with the provisions set forth in Appendix 2 (**Data Protection Compliance**) regarding Personal Data (as defined therein).

Please indicate your acceptance by initialling all pages and signing on the execution page of both original sets of this Agreement and return one set to **Hotel**. The duly executed Agreement must be received by **Hotel** on or before **30 August 2022** failing which the offer shall lapse and all guest room blocks and function space will be released without further notice.

Department of Foreign Affairs

SHANGRI-LA AT THE FORT, MANILA

Handwritten signature of Mr. Alfonso A. Ver in black ink.

MR. ALFONSO A. VER
Assistant Secretary
Office of Middle East and African Affairs
Date:

Handwritten signature of Sandra "Cas" Convento in black ink.

Sandra "Cas" Convento
Events Manager
Date:

Initial: SP