



NOVEMBER 14, 2022

**MR. WILFREDO SANTOS
ASSISTANT SECRETARY
DEPARTMENT OF FOREIGN AFFAIRS**

RE: **Contract of Agreement between Nurture Wellness Village, Inc and Department of Foreign Affairs.**

Dear **Mr. Santos,**

Thank you for choosing **Nurture Wellness Village** as your partner for workplace wellness. This is to confirm your booking specifying all the arrangements as outlined on this Contract of Agreement.

FUNCTION REQUIREMENTS:

DATE:	December 2-3, 2022	
TIME:		
EVENT TYPE:	Live in planning and wellness activities	
FUNCTION ROOM:	Pulong	
SET-UP:		
No. of pax:	30 pax	
Package rate:	Php428,560.00	
VATable Sale:		P351,278.69
12% VAT		P42,153.44
10% Service Charge:		P35,127.87
5% Credible VAT:	P17,563.93	
2% Credible Withholding Tax:	P 7,025.57. -	P24,589.51
NET PAYABLE by DFA:		P403,970.49

Kindly review all the arrangements, terms and conditions stipulated herein. We look forward to receiving your confirmation on this contract on November 20, 2022. Please affix your signature on all pages for us to ensure that you have read, understood and accepted all Terms and Conditions herein.

Again, thank you very much and we look forward to welcoming you and your team to Nurture Wellness Village where Wellness is more Fun!

SIGNED FOR AND ON BEHALF OF
NURTURE WELLNESS VILLAGE TAGAYTAY

JENNY ATANACIO
Nurture Wellness Village

SIGNED FOR AND ON BEHALF OF
THE CLIENT

MR. WILFREDO SANTOS
ASSISTANT SECRETARY
DEPARTMENT OF FOREIGN AFFAIRS



PACKAGE INCLUSIONS:

Room Accommodation	Team building activities	Use of function room
<ul style="list-style-type: none"> • Four Ifugao Suites with 2 Single Beds • Three Superior Rooms with 1 Queen and 1 Single Bed • Four Superior Room with 1 Queen and 1 Single Bed • Two Family Rooms with 1 Queen and 2 Single Beds • One Family Room with 4 Single Bed 	<ul style="list-style-type: none"> • Tai Qi Exercise • Healthy Juice demo • Partner Massage • Laughter and dance yoga • Wellness Talk 	<ul style="list-style-type: none"> • 9am to 6pm • Free flowing of coffee and tea • Mints • Widescreen and Projector • Whiteboard and Marker • Basic sound system with mic

Meals
<ul style="list-style-type: none"> • Two times plated AM and PM Snacks • One time buffet lunch and dinner • One time plated breakfast

Itinerary: To be provided by DFA.

IMPORTANT REMINDERS:

Room Accommodations

Standard check in time is 2:00 PM while check out is strictly at 12:00 noon. Request for room extension is pending on availability and will be charge at Php500.00 per hour for a maximum of four hours extension. In excess of four hours, the published overnight rate will be automatically charge.

Children age 9 years and below are free to stay with an adult, still with the original bed configuration as agreed on this contract, excluding of any meal.

Please be reminded that Nurture is not held liable for the room assignment made by the company's contact person. It was been clearly specified that Nurture has an available room limited to the one specified on this agreement.

Food And Beverage

(If buffet) Nurture Wellness Village shall provide a 10% buffer on food preparation which will be ****charged accordingly* should the actual attendance exceeded the guaranteed number of guests. Please also be reminded that buffet station will only be opened for a period of three hours. Take out of left-over food from the buffet station is strictly not allowed.

Rate per head charge: per ala carte charge and should be settled immediately upon availment and direct to the restaurant.

Bringing in of food and any alcoholic and non- alcoholic beverage is strictly not allowed. *Certain charges will apply.*

Beverage: Php3/ml
 Food: Php800 per box (for small items only)
 Roast
 (handling fees): Php8, 000.00 for pig
 Php12, 000.00 for calf



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Allergy Clause. In the event that any of the guests in your group has food allergies, you shall inform us the names of such persons and the nature of their allergies, in order that we can take the necessary precautions when preparing their food. Should you not provide the names of the guests and the nature of their food allergies, you shall indemnify and hold us forever harmless from, and against, any and all liability or claim of liability for any personal injury that does not occur as a direct result of our negligence or the negligence of our representatives. Please be reminded that changing of menu on the day of the event is entitled for certain charges equivalent to the amount of the food replaced.

Use Of Function Room and Audio-Visual Equipment

Function space is assigned according to the minimum guaranteed number of guests and set-up. Nurture Wellness Village has the option of assigning alternative meeting room appropriate for your requirements should the number of attendees change.

The contact person will be given prior notification to agree to revisions in the blockings. Nurture shall provide the following support facilities on complimentary basis and other items at minimal charge. Equipment not in our inventory may be rented from other suppliers accordingly and subject to availability.

The client agrees to pay an amount of Php2, 500.00 per hour for excess use of the function room beyond the agreed eight hours' time as specified below.

Team Building Work-well Activities

The series of activities stated below is facilitated by Nurture Wellness Village and provided with specific itinerary which is consulted and approved by the company's representative. Changes on the itinerary which may arise on the day of the event caused by the client will depend on the availability of the facilitator and area.

Please be reminded that the activities are not subject for offsetting to any type of services and products.

Parking Privileges

Nurture shall provide complimentary parking to all attendees on a first come first serve basis.

Rates

All rates are quoted in local currencies and are based on the agreed requirements at time of inquiry.

TERMS AND CONDITIONS

The special food & beverage and rental charges are accorded with the understanding that a minimum of (as specified above) is guaranteed for the event.

The final guaranteed number of attendance cannot be less than the contracted number required by the Hotel. Any discrepancies between the expected and guaranteed attendance should be within 36 and the total guaranteed revenue should not be lower than the minimum charge required by the Hotel. Charges will be made according to the guaranteed number or actual attendance whichever is greater. **The booking made is not refundable and all arrangements stipulated herein cannot be modified.**



CONFIRMING YOUR BOOKING

Bookings with priority status will be confirmed once we receive your signed Contract, Terms and Conditions and applicable deposit.

DEPOSIT AND PAYMENT POLICY

The following deposits are required to be received by the Hotel according to schedule for accommodation and event charges as booked. Kindly email us the deposit slip for verification.

Dues	Due date	Amount
100% of the total Contract Price		

Master Account. A Master Account is required to be established for the event which shall be given to Nurture thirty days (30) days prior to the event. The guest or the contact person shall notify Nurture in writing of:

- a. Specific charges which are to be billed to the Master Account
- b. The name of the person/s who have the authority to sign the charges to the Master Account
- c. The guest agrees to follow the explicit billing and payment instructions of Nurture and shall give the name, contact details and collection address of the individual to whom Nurture shall send the Master Invoice.

Bank details: Nurture Wellness Village, Inc.

Bank: Banco de Oro Tagaytay Branch

Current Account: (00)5628002939

Nurture reserves the right to release all reservations and arrangements made by the Organizers or the contact person for the Event without prior notice if the Hotel does not receive the full deposit and all such other documents from the Organizers by the deadline date stipulated by Nurture.

CANCELLATION or POSTPONEMENT POLICY AND PROCEDURE

We understand that from time-to-time things change, that is why we have developed a flexible approach to cancellations or postponements and applicable charges for you, subject to the Hotel's receipt of a formal notification from you as follows:

Cancellation Date range	Cancellation Charges
Between 60 & 31 days prior to arrival	50% of total estimated accommodation and events charges as booked will be charged
Between 30 & 15 days prior to arrival	100% of total estimated accommodation and events charges as booked will be charged

FORCE MARJEURE

Neither party may be held for any act, omission or circumstance due to an event beyond their control which that party could not have avoided with a reasonable effort, providing it advises the other party in detail and in writing, as soon as possible after the occurrence of the said event, and that it takes reasonable steps to remedy the situation quickly and remove the cause of those acts, omissions or circumstances. These acts, omissions or circumstances shall include but not be limited to:

- War, declared or undeclared, revolution or action taken by public enemies; riots or civil disturbances; strikes, lock outs or work stoppage, affecting all or part of the Hotel staff; acts of God; fire, floods, storms; constraints imposed by any government or public authority; or any other cause that is reasonably beyond the control of one of the other party.



- The duty to remedy any one of these causes quickly in no way includes the duty to end strikes or industrial conflict by accepting the demands of the other party or parties.

The deposit/s already made will serve as down payment and should be consumed within six (6) months from the original date of booking. For force majeure due to government regulations by virtue of state of public health emergency, the consumption shall be from one (1) year from the lifting of the restrictions imposed by the government. Failure to consume within such time period shall mean forfeiture of the said amount.

NO SMOKING POLICY

In compliance with our policy in prohibiting smoking, we strictly do not allow smoking in any public areas inside and near Nurture.

GENERAL STORAGE:

Please advise the Hotel thirty (30) days in advance the delivery schedule of events materials, decoration items or equipments so that arrangement can be made to assist the delivery through the Hotel's receiving area. Articles are kept in the storage at the owner's risk and the Hotel shall not be held responsible for valuables left in the storage. If the articles are not claimed within one (1) day after the last day of the organized event, the Hotel shall be entitled to dispose the articles in any way it deems fit without any liability whatsoever. The Hotel shall be indemnified by the owner of the articles, for any loss or damage suffered by the Hotel or to any third party, howsoever caused by or in connection with the articles stored in the storage.

SET-UP & DECORATION

All set-ups to be installed by Organizer's appointed contractors shall be in compliance with safety and fire regulations prescribed by local laws and regulations and by Hotel's fire and safety standards, otherwise, the Hotel reserves the right to refuse such set ups. The Hotel shall not be responsible for any consequences arising from Organizer's breach of such laws, regulations and/or standards.

The Hotel must be notified at least 30 working days prior to the actual Event for use of any video, sound and/or audio equipment. The Hotel reserves the right to refuse or prohibit the use of such equipment if in Hotel's sole and absolute discretion the same shall cause disturbance to other functions within the Hotel or to other Hotel guests during rehearsal or on the day of the Event.

The contact person understood that no material is to be nailed, screwed, stapled or adhered to any wall, door or other surface of the building or the property. Also, the Hotel should be informed in advance all signages which will be installed during the event.

CONTRACTORS AND SUPPLIERS

Liability Contract must be signed and agreed upon prior the commencing of any work to be carried out within the Hotel's premises.

The contractors agree to submit to The Hotel a bond of Ten Thousand Pesos (Php10, 000.00) one (1) week prior the event. The amount shall be refunded to the Contractor in full after a thorough inspection of the function area is completed by the Hotel's Banquet Service Manager or Captain-in Charge in coordination with Contractor's on-site Supervisor.

The Hotel has every right to refuse entry to any contractors engaged by the Company, should the Liability Contract is not signed and return to the Hotel in time for the work to be carried out. Should there be any damage to the Hotel property during the contracted period which are directly caused by the Company or by the contractors engaged by the Company, the agreed party shall assume



the entire responsibility and liability for losses, damage, claims demands and expenses arising during the contracted work period.

SAFETY & SECURITY

All contractors engaged by the Organizer, shall adhere to all Hotel Policies, Rules & Regulations. The Organizer shall be responsible for ensuring that all fire escapes inside the function rooms are not obstructed by the set up for the Event. No flammable materials may be brought onto Hotel's premises without the prior written permission of the Hotel.

The Hotel shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of contracts, loss of profits economic or financial losses or anticipated savings) howsoever arising which may be suffered by the Company.

CONFIDENTIALITY

All rates should not be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

ADVERTISING & PROMOTION

The Organizer shall not use the name, trademark, logo or other intellectual property proprietary to the Hotel or any of their subsidiaries, affiliates or associated companies in any manner whatsoever without the prior written approval of the Hotel.

DATA PRIVACY

The client hereby gives full consent to Nurture Wellness Village to collect, record, organize, store, update, use, consolidate, block, erase or otherwise process information, whether personal, sensitive or privileged, pertaining to yourself and the subject hereof which will be used for the implementation of his agreement. In this connection, you acknowledge that you have read, understood and / or have been duly informed of the terms and conditions pertaining to the data privacy practices of the company as reflected in the Company's Data Privacy policy at Nurture Wellness Village, Inc. and you hereby express your full conformity thereto.

HOTEL LIABILITY

The liability of the Hotel arising out of any act carried out pursuant to this agreement, whether in contract or otherwise, will not in any case exceed the original fee to the company for the services pursuant to this agreement. Also, the Hotel shall in no event be under liability for any loss or damage howsoever arising which may be suffered by the company unless such loss or damage was due to the fault of negligence of the Hotel or its employees, agents or representatives.

INDEMNITY

The Organizer shall waive against and indemnify, defend and hold the Hotel, and all of their affiliates, subsidiaries and associated companies, and their respective directors, officers, shareholders, employees ("Indemnified Parties") harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the Event (including any injury or damage to any persons or property on or about the Hotel), or any default of or breach by the Organizer under this Agreement.

This Agreement shall be governed by, and shall be construed, interpreted and applied in

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accordance with the laws of the Philippines. Any dispute, controversy, or claim arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration under the Rules of Supreme Court currently in force, which Rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of a [sole/three arbitrator(s)].

The Company will be obliged to have independent insurance coverage in respect of any equipment/ display items/valuables, etc. brought in by the company to the venue of the event and the Hotel shall not in any circumstances, be liable for any loss or damage suffered by the Company in respect of such equipment / display items / valuables during the course of the event (including the transportation of the same to and from the venue).