

EST. 1989

# ILUSTRADO

RESTAURANT & CAFE • VENUE • CATERER

SEPTEMBER 04, 2024

CONFORME CONTROL NO.: 2023-24-025

CONFORME (OUTSIDE CATERING)

DEPARTMENT OF FOREIGN AFFAIRS - OFFICE OF THE CULTURAL DIPLOMACY

HARMONIES OF HERITAGE: A SYMPHONY OF PHILIPPINE COLONIAL MUSIC

COCKTAIL BUFFET

SEPTEMBER 10, 2024 / TUESDAY / 6:00 PM

MINIMUM GUARANTEED OF 250 PERSONS

SAN AGUSTIN CHURCH MUSEUM, INTRAMUROS MANILA

ATTENTION : MS. CELIA ANNA M. FERIA  
ASSISTANT SECRETARY

THRU : MS. ETHEL MAY R. CASTILLO  
M: (02) 8834 4029  
E: ocd@dfa.gov.ph

I. FOOD – PHP 1,150.00 NETT PER HEAD

## MENU

Spanish Tortilla Pintxo  
Queso de Bola Stuffed Garlic Mushrooms  
Croquetas de Pollo  
Txuleton Canape with Horseradish Crema  
~  
Gazpacho in Shot glass  
~  
Paella Ilustrado (No Pork)  
~  
Carving Station  
Jamon Serrano with Quezo de Bola slices (No Pineapple)  
~  
Walnut Tartlets  
Quezo de Bola Ensaimaditas with Tsokolate

II. BEVERAGE ARRANGEMENT-

- One-Round beverage with a choice of the ff:
- Dalandan Juice and Sangria
- Purified Water and Ice

III. AMENITIES, SET-UP AND SERVICE – We will provide banquet equipment and wait staff service for a maximum of four (4) hours. In excess a PHP 7,500.00 overtime fee will be charged.

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- 20 Cocktail Tables
- Linen – Black Spandex
- 2 Buffet Tables
- 1 Carving Station
- Cocktail Table Centerpiece
- 20 Wait staff and 2 Banquet Supervisor
- Kindly send us a copy of your program or event schedule for our guidance

IV. **BILLING ARRANGEMENT – SIGN AND SEND BILLING TO DEPARTMENT OF FOREIGN AFFAIRS - OFFICE OF CULTURAL DIPLOMACY (DFA-OCD)**, full payment to be settled Fifteen (15) – (30) Thirty days after the event.

Any additional charges incurred on the day of the function will be settled in Cash only. Here are our bank details for your reference:

Here are our bank details for your reference:

Bank : Landbank, DOLE Intramuros, Manila Branch  
Account Name : The Illustres Food Concepts and Catering Corp.  
Account No. : 2471-0430-63

OR

Bank : Banco De Oro (U.N. Ave. cor. J.Bocobo Branch)  
Account Name : The Illustres Food Concepts and Catering Corp.  
Account No. : 266-2761-039

A cancellation fee of 25% will be charged if booking is cancelled 3 days before the date of event; 50% 2 days before the date of event; and 100% within 24 hours or on the day of the event.

**Computation for your guidance:**

Food Bill for 250 persons @ PHP 1, 150.00 nett per head	= PHP 287, 500.00
<b>TOTAL AMOUNT</b>	<b>= PHP 287,500.00</b>

V. **CATERING AGREEMENT-**

**Name of Client:** MS. CELIA ANNA M. FERIA

**Address:** Department of Foreign Affairs, 2330 Roxas Boulevard, Pasay City

**Authorized Representative of:** Harmonies of Heritage: A Symphony of Philippine Colonial Music

**Address:** \_\_\_\_\_

The **ILUSTRADO** and **CLIENT** agree as follows:

**Part I**  
**Catering Service Period**

1. **ILUSTRADO** and the **CLIENT** agree that this **CATERING AGREEMENT** between the parties is for catering service that shall commence and be effective upon execution of this **CATERING AGREEMENT**.

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2. **ILUSTRADO** shall only be liable to perform its catering service hereunder only on **TUESDAY SEPTEMBER 10, 2024 AT 7:00PM** and catering service shall continue until **TUESDAY SEPTEMBER 10, 2024 AT 11:00 PM**. Hereinafter referred to as "Catering Service Period").
3. The Catering Service Period does not include the time for ingress and set-up. The **CLIENT** shall ensure that **ILUSTRADO** has at least four (4) hours for this purpose. In case the third party venue shall require the payment of fees for additional hours for ingress, the **CLIENT** shall be liable therefore.
4. The Catering Service Period may be extended by agreement of all parties.
5. In case of extension of the Catering Service Period, the **CLIENT** shall shoulder all the fees to be paid to any and all third parties by reason of such extension. The **CLIENT** shall be required to pay to **ILUSTRADO** an Extension Fee in the amount of **Seven Thousand Five Hundred Pesos (Php7, 500.00)** for each hour of extension, subject to Section 4, Part 1. In no case shall **ILUSTRADO** be compelled to extend the Catering Service Period and accept the Extension Fee.
6. The **ILUSTRADO** has a right to discontinue its catering service upon the expiration of the Catering Service Period in case there is no agreement for its extension. Upon discontinuance of the catering service, **ILUSTRADO** shall not be liable to the **CLIENT** for non-performance of its obligations hereunder and for damages.
7. **ILUSTRADO** shall not be liable for its failure to commence its catering service hereunder at the time indicated in the Catering Service Period if the cause is attributable to force majeure, any third party or the **CLIENT**, its representatives, relatives, guests and agents.
8. In case the **CLIENT**, its representatives, relatives, guests and agents or other third parties, prevent or in any manner cause **ILUSTRADO** to be delayed in delivering its catering service hereunder at the time indicated in the Catering Service Period, **ILUSTRADO** shall not be liable for any damages.
9. In case **ILUSTRADO** fails to commence its catering service hereunder at the time indicated in the Catering Service Period due to causes attributable to the **CLIENT**, its representatives, relatives, guests and agents or any third party, **ILUSTRADO** is not required to extend the Catering Service Period. In this case, the Catering Service Period may only be extended pursuant to Section 4 and 5 of Part I

## Part II

### Event Details

1. The details of the event are as follows:
  - a. Date of Event: **SEPTEMBER 10, 2024/ TUESDAY/ 7 PM**
  - b. Location: **SAN AGUSTIN CHURCH COURTYARD, INTRAMUROS MANILA**
  - c. Minimum Guaranteed Covers: **250 PERSONS**
2. The **CLIENT** must notify **ILUSTRADO** in writing at least seventy-two (72) hours before the scheduled date and time of the function of any change in the minimum guaranteed covers. **ILUSTRADO** shall not in any way be held liable for the insufficiency of the food prepared in the event that the actual number of guests exceeds the minimum guaranteed covers. If the notice is sent through electronic means, it shall be valid only after an acknowledgment message is sent by the

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**ILUSTRADO.** The notice shall form part of this CATERING AGREEMENT and shall be an integral part hereof.

3. In case the **CLIENT** fails to provide a valid notice as to the final number of guests, **ILUSTRADO** shall not be compelled to accept additional guests. In this case, **ILUSTRADO** shall not be liable in any manner for its refusal to accept additional guests.
4. **ILUSTRADO** and **CLIENT** may agree on additional guests subject to the payment of fees at a rate agreed upon by the parties.
5. The **CLIENT** shall pay the minimum number of guests or the actual number of guests whichever is higher. The **CLIENT** agrees that the number of guests shall be determined exclusively by the representatives of **ILUSTRADO**. In case there is no written agreement pursuant to Section 4, Part II, the **CLIENT** likewise agrees that the number of guests shall be determined exclusively by the representatives of **ILUSTRADO**.

### Part III

#### Food and Beverage

1. For in-house events, all food and beverage items shall be purchased exclusively from or supplied by **ILUSTRADO**. The **CLIENT** or any of its representatives, relatives, guests or agents cannot bring into the designated place of function his or her own food and beverage items, unless **ILUSTRADO'S** written consent thereto is obtained at least ten (10) days before the scheduled date of the function. **ILUSTRADO** reserves the right to refuse to serve at the function food and beverage items belonging to the **CLIENT** which were brought without **ILUSTRADO'S** consent. In case the **CLIENT**, its representatives, relatives, guests and agents or other third parties bring in food which is not supplied by the **ILUSTRADO** and without the written consent of the **ILUSTRADO**, **ILUSTRADO** shall not be liable for any and all damages in connection with all the food and beverage.
2. In the event that **ILUSTRADO** allows the **CLIENT** to bring in his or her own food and beverage items, the **CLIENT** shall be solely liable for the said items' good condition, quality and sufficiency. Likewise, the **CLIENT** shall be solely liable for any personal damages or injuries, including death, that may be suffered by the **CLIENT's** guests and other persons attending the function on account of or by reason of the poor quality or condition of the **CLIENT's** food and beverage. If it is impossible to determine which food caused the food poisoning or other similar injuries, the **CLIENT** agrees to assume full responsibility on the damages and injuries suffered by his or her guests.
3. The **CLIENT** agrees to hold **ILUSTRADO** free and harmless for delays in serving the food due to the acts and instructions of the **CLIENT**, its representatives, relatives, guests and agents or other third parties.
4. **ILUSTRADO** reserves the right to change the menu as indicated in the case of no availability of raw materials or other justified reasons, At least 24 hours prior to the catering service.
5. Any addition or modification to this Catering Agreement by the **CLIENT** on the day of the event will be included on the settlement bill after the event or function.
6. The **CLIENT** shall choose the food and beverage packages/menu in accordance with the options contained in the Menu Proposal/Catering Package. The **CLIENT** shall notify **ILUSTRADO** in

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writing regarding the chosen food and beverage packages/menu within (3) three months before the date of the event or function. The notice shall form an integral part hereof.

## PART IV

**Booking Deposit, Billing and Payment - SIGN AND SEND BILLING TO DEPARTMENT OF FOREIGN AFFAIRS - OFFICE OF CULTURAL DIPLOMACY (DFA- OCD), full payment to be settled Fifteen (15) – (30) Thirty days after the event.**

1. **ILUSTRADO** shall only accept payment in cash or company cheque. Cheque payments must be addressed to Ilustrado. Cheque payments must be given at least five (5) working days prior to payment deadlines for clearing. If the **CLIENT** fails to provide the cheque within five (5) working days prior to payment deadlines, **ILUSTRADO** shall have the right to discontinue its catering service hereunder and **ILUSTRADO** shall not be liable for any damage arising thereto.
2. A Php 10,000 reservation fee ("Deposit") is required to confirm the **CLIENT**'s booking. A (40%) Forty percent deposit ("Partial Payment") is required three months before the function date. At least fourteen (14) days before the scheduled function date, the **CLIENT** agrees to pay in full the maximum guaranteed covers ("Full Payment"). All payments shall be due without a need for a demand from **ILUSTRADO**. If the **CLIENT** fails to provide payments either for the Deposit, the Partial Payment or the Full Payment on the date it is due, **ILUSTRADO** shall have the right to discontinue its catering service hereunder and **ILUSTRADO** shall not be liable for any damage arising thereto. **ILUSTRADO** reserves the right to cancel without notice to the **CLIENT** the reservations with unpaid balance at the time of the scheduled function date – (Kindly Disregard for Send Bill Arrangement.)
3. All other amount arising due to the increase in the number of guests shall be paid by the **CLIENT**, upon presentation of the bill before the end or close of the function. In such event, the **CLIENT** is duly informed that **ILUSTRADO** will only accept payment in cash.
4. The original Expanded Withholding Tax (EWT) Certificate shall be required from companies that are extended special tax exemptions. Failure to supply the said document prior to the date of the function shall nullify this privilege thus client must pay full amount required.

## Part V

### Postponement and Cancellation

1. In the event that the **CLIENT** decides to cancel the functions for whatever reason, whatever deposit or payment made shall be forfeited in favor of **ILUSTRADO**. Notice of cancellation shall be in writing.
2. If the **CLIENT** opts to postpone the function to a later date, the **CLIENT** shall be only credited with an amount equivalent to eighty (80%) percent of the payment made for the original date provided that the new date of the function shall be within one hundred eighty (180) days from original date agreed upon. The remaining twenty (20%) percent shall be paid on \_\_\_\_\_. Notice of postponement shall be in writing.
3. If the **CLIENT** opts to postpone the function to a date beyond one hundred eighty (180) days from the original date, only 50% of the payment made for the original date will be credited. The remaining fifty (50%) percent shall be paid on \_\_\_\_\_. Notice of postponement shall be in writing.

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4. Any change in the function date shall be communicated in writing by the **CLIENT** and must be received by the **ILUSTRADO** at least two (2) months prior to the scheduled date of function.
5. If the notice of cancellation is made after the confirmation of the booking and within the six (6) month period before the date of the event, a cancellation fee in the amounting to fifty percent (50%) of the total contract price shall apply for events scheduled for the month of December.
6. The **ILUSTRADO** and its representatives accept no responsibility whatsoever for any cancellation, or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond their control. The **CLIENT** shall not be entitled to a refund and in no case shall the **CLIENT** be compensated thereof. Further, no amount of the deposit or payment made by the **CLIENT** will be credited in case the **CLIENT** decides to postpone or rebook to a new date.
7. In no case shall the **ILUSTRADO** provide a refund.

## PART VI

### Miscellaneous

1. The **CLIENT** shall indemnify **ILUSTRADO** for damages to its equipment caused by the **CLIENT's** agents, representatives, relatives, guests and other third parties whom the Client contracted for this event.
2. **ILUSTRADO** does not insure the success of the event or function.
3. **ILUSTRADO** shall not be liable for damages arising out of or by reason of the changes made by the **CLIENT** or any of its representatives, relatives, agents or any third party contracted by the **CLIENT**.
4. The **CLIENT** holds the **ILUSTRADO** free harmless from complaints by its guests, representatives, relatives and agents.
5. The **CLIENT** gives **ILUSTRADO** absolute discretion to determine the sufficiency of the amount of food and beverages based on industry standards. The **CLIENT** acknowledges that the amount of food to be prepared by **ILUSTRADO** is based on the ordinary and customary standards of its trade. **ILUSTRADO** shall not in any way be held liable for the insufficiency of the food and beverages prepared in the event of extraordinary consumption by the guests.
6. **ILUSTRADO** shall not be liable if the food and beverage is not in accordance with the preference of the **CLIENT's** guests, representatives, relatives and agents. The **CLIENT's** opinion on the quality and quantity of the food and beverage shall not render **ILUSTRADO** liable for any compensation, damage or refund whatsoever. In no case shall **ILUSTRADO** provide a refund.
7. In the event of suit against the **CLIENT** to enforce collection of unpaid bills, in addition to its money claim, **ILUSTRADO** is entitled to recover an additional twenty five (25%) percent of the money claim with twelve (12%) percent interest per annum. In no case shall the amount be less than P20,000.00, excluding interests. The **CLIENT** shall also be liable for attorney's fees, costs of suit and other allied fees.


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8. **ILUSTRADO** and **CLIENT** agree that the Venue of any and all suits between **ILUSTRADO** and **CLIENT** or any of its representatives, relatives and agents shall be filed in the proper courts of Manila, Metro Manila.
9. In case there is any kind of dispute, arising out of or by reason of this Catering Agreement, all suits to be filed by the **CLIENT**, or any of its representatives, relatives and agents, against **ILUSTRADO**, must be referred to arbitration or mediation prior to the institution of a suit.
10. If the **CLIENT** is a corporation, the **CLIENT** and its signatory warrant that at the time of execution of this contract, the performance and observance of the terms and conditions of this contract has been authorized by its Board of Directors and the signatory to this contract is authorized as such.
11. Rates are inclusive of VAT and 10% service charge.
12. **ILUSTRADO** and the **CLIENT** attest that they have entered into this **CATERING AGREEMENT** freely and voluntarily and that they fully understand the terms and conditions thereof.

**THE ILLUSTRADO FOOD CONCEPTS AND  
CATERING CORP.**

Ilustrado

By:

  
KASSY DANGANAN  
Sales Executive

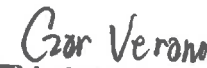
**DFA – OFFICE OF CULTURAL  
DIPLOMACY**

By:

  
CELIA ANNA M. FERIA  
Assistant Secretary,  
Office of Cultural Diplomacy  
(Authorized Signatory)

SUBSCRIBE AND SWORN TO  
BEFORE ME THIS SEP 09 2024  
AT CITY OF MAKATI

DOC NO. 67  
PAGE NO. 15  
BOOK NO. IV  
SERIES OF 2024

  
**ATTY. CESAR T. VERANO**  
NOTARY PUBLIC MAKATI CITY  
APPOINTMENT NO. M-029  
VALID UNTIL DECEMBER 31, 2024  
ISSUED ON DECEMBER 14, 2022  
PTR NO. MKT 10075072 - 01-02-2024 - MAKATI CITY  
IBP NO. 396485 ROLL NO. 29024  
MCLE COMPLIANCE NO. VII-0023845  
VALID UNTIL APRIL 14, 2025  
OFFICE ADDRESS #2733 G/F CARREON BLDG..  
ZENaida ST., BRGY. POBLACION MAKATI CITY

