

CATERING AGREEMENT

August 30, 2024

<p>Maria Teresa T. Almojuela Assistant Secretary</p> <p>Department of Foreign Affairs 2330 Roxas Boulevard</p>	<p>Nicole Dizon Events Executive Shangri-La The Fort Manila +639171695210 nicole.dizon@shangri-la.com</p>
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RE: Agreement – DFA - Welcome Dinner of the Strategic Trade Management Summit on Sep 9, 2024

This Catering Agreement together with the Appendices 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 The Fort, Manila located at 30th Street corner 5th Avenue, BGC (the “**Property**”) for the **DFA - Welcome Dinner of the Strategic Trade Management Summit on Sep 9, 2024** (the “**Event**”).

1. Function Space Allocated for Event:

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

Date	Time (Start/End)	Function	Venue	Setup	Minimum Guests	Rate (PHP)
Mon, 09/09/24	5:00PM - 11:00 PM	Dinner Buffet	Bonifacio Hall	Round Table	350	Php 1, 306, 065.00 net minimum consumable on food and beverage

Use of Function Space

- No outside food and beverage shall be allowed inside the function rooms and foyer areas for the duration of your event.
- The hotel is strictly non-smoking in accordance with the nationwide implementation of Executive Order No. 26, Smoke Free Environments in Public and Enclosed Places. Violators shall be charged a minimum cleaning fee of P10,000net. The designated smoking area is located at the 2nd level outside the main hotel lobby.

2. Assignment of Function Space:

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, subject to availability and prior agreement from the Organiser.

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 Function Space:

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):	Php 1, 306, 065.00 net
Total Minimum Spend	Php 1, 306, 065.00 net

A minimum food and beverage consumable spend of **Php 1, 306, 065.00** will be applied for the venue that is reserved for you. Kindly note that this is extended for this event only and will not be a precedent of succeeding events. Charges will be made based on the minimum food and beverage consumable amount or the actual charges whichever is higher. Should total banquet charges be lower than the minimum food and beverage consumable amount indicated, balance shall automatically be charged as room rental, which is nonconsumable.

Except where required by any applicable law, the minimum spend will include taxes and other charges. If Organiser does not fulfill 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. Decoration:

Hotel reserves the right to refuse the display of any decoration, banner, backdrop, prop 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.

7. Banquet Event Orders:

Organiser will receive Banquet Event Orders (“BEOs”) 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 BEOs no later than seven (7) business days prior to Event start date.

8. Cancellation or Postponement of Event:

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

Date	Cancellation Charge
From Agreement Date to 61 days prior to the Event date	40% of Total Minimum Spend
From 60 days to 31 days prior to the Event	70% of Total Minimum Spend
From 30 days or less prior to the Event	100% of Total Minimum Spend

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 fourteen (14) days after an invoice has been issued.

Organiser acknowledges and agrees that the “Cancellation Amounts” as set out under **clause 8** is a reasonable and genuine pre-estimate of losses that would be incurred by Hotel and do not constitute a penalty 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.

In the event that the Organiser or the Hotel cancels or postpones this agreement due to government restrictions or force majeure (Appendix 1 Clause 6), the deposits or initial payments made by the Organiser shall be fully credited by the Hotel for future transactions.

If the changes in government restrictions are received less than a week (or 6 days) before the event date, costs for 3rd party suppliers that are part of the package will be charged to the Organiser and will be deducted from the deposits. The remaining amount will be credited by the Hotel for future transactions. Should the government impose a full lockdown due to the pandemic, the Organiser and the Hotel may mutually agree to refund the deposits made in case a rebooking is no longer feasible.

9. Deposit / Payment Procedure:

Upon signing this Agreement, Organiser shall make the following non-refundable, non-transferable deposit with Hotel pursuant to the below schedule, in the form of cash, cheque, credit card payment or bank transfer to the following bank account.

Payee Name	: SHANG GLOBAL CITY PROPERTIES INC.
Payee Address	: 30th Street corner 5th Avenue, Bonifacio Global City, Taguig, Metro Manila, 1634 Philippines
Payee Account No.	: 519-7-51901751-9
Payee Bank	: METROBANK
Bank Address	: The Fort Marajo Tower Branch G/F, Marajo Tower, 4th Ave. Cor. 26th St., Bonifacio Global City, Taguig 1634 Manila

Payment Schedule	Payment Amount
30 days upon receipt of Statement of Account	Full payment of the total incurred Rooms, Food and Beverage, Audio Visual and all other event related expenses inclusive of taxes and service charges. Organiser to provide copy of CAF and LOA by 04 Sept 2024 .

Same as otherwise provided in this Agreement, all Event charges are payable upon receipt of a proforma invoice from Hotel unless a Credit Account with sufficient credit limit is pre-approved by and set up with Hotel. Organiser will advise Hotel of its expected method of payment of the Master Account upon confirming the booking. If Organiser pays using a credit card that is acceptable by Hotel, a valid credit card must be provided to Hotel as well upon confirming the booking which will be used for any pre-payments and all additional Master Account charges will be charged to such credit card at the end of Event. 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.

Send bill arrangement has been approved based on the contracted amount. Kindly provide the (Purchase Order/Letter of guarantee) prior to the function.

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 Purchase Order amount. Additional Purchase Order/Amended Purchase Order/Revised Letter of Authorization should be sent within (7) days of receipt of preliminary bill.

AGREED BY:



Maria Teresa T. Almojuela
Assistant Secretary
Department of Foreign Affairs
Date:

10. Shangri-La Circle Event Rewards:

The offer is valid for events with minimum eligible event charges of USD three thousand (US\$3,000.00), excluding taxes and service charge and before deducting any event credit, or its local currency cash equivalent, booked under an eligible event agreement and held at any Shangri-La Hotels & Resorts, Kerry Hotel, Traders and Hotel Jen.

Earning Shangri-La Circle Points for Meetings and Events

Organiser will earn **one (1) Shangri-La Circle Point (“SLC Points”)** for every USD five (US\$5) or the currency equivalent that is incurred and paid for Event spend (after deducting any Event credit and portion of Event charges settled by redemption of SLC Points) with a maximum cap of USD 200,000 per Event, which is equivalent to a maximum of 40,000 SLC Points. In order to qualify for SLC Points, the bill must be settled in full by the agreed date. Any amounts that remain unpaid or in dispute will be excluded from the award calculations.

The Organiser acknowledges that such points have been offered in connection with the rooms and services purchased under this Agreement, and that the Organiser consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by the Organiser to receive such points and that the receipt of such points is not in breach of any applicable laws and regulations, gift and incentive policies, guidelines or compliance requirements of the Organiser. Once full payment is received by the Hotel, points shall be allocated to the following person(s) up to a maximum of three recipients:

Shangri-La Circle Member Name	Shangri-La Circle Event Planner Membership Number	Earned Points Allocation (%)
1. (Primary Member)		
2.		
3.		

Shangri-La Circle Points Redemption

Organiser can redeem SLC Points with a value of up to five per cent (5%) per Event, including taxes, and service charges excluding gratuities, subject to a maximum cap of 75,000 SLC Points or its local currency cash equivalent to offset their Event spend. Redemption will be at a rate of fifteen (15) SLC Points per USD one (US\$1). SLC Points must be redeemed in multiples of 250 points. The redemption award can be used to partially settle the Event spend including any tax and service charges but not gratuities. The remaining balance of Event spend and all gratuities must be settled by cash, credit card or other payment method.

As the authorised signatory of this Agreement, the Hotel is hereby authorised to debit Shangri-La Circle Points from my Shangri-La Circle Membership account as a form of payment for this event. The cash equivalent amount will be used to offset the final bill on the actual event date, which will be calculated and reflected on the event invoice.

My SLC Membership Number	My SLC Membership Name	Points I would like to redeem	Member’s Signature

In the event that insufficient Shangri-La Circle Points posted to the Member’s account are available at the time when redemption is made, any shortfall in payment shall be payable by the Organiser.

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 **Sept 04, 2024** failing which the offer shall lapse and all guest room blocks and function space will be released without further notice.

**DFA - Welcome Dinner of the Strategic Trade
Management Summit**


Shangri-La The Fort Manila

Name of Event



Maria Teresa T. Almojuela
Assistant Secretary

Hotel



Nicole Dizon
Events Executive

Date: 30 Aug 2024

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