



ADMIRAL HOTEL

Manila

GROUP CONTRACT

November 15, 2024

This Group Contract, including the attached Terms and Conditions (the "Contract") is between Department of Foreign Affairs – Maritime and Ocean Affairs Office and Anchor Land Hotels & Resorts Inc. currently trading as Admiral Hotel Manila - MGallery. For ease of communicating throughout this Contract Anchor Land Hotels & Resorts Inc, currently trading Admiral Hotel Manila - MGallery will be referred to as "Hotel/us/we/our" and the Department of Foreign Affairs – Maritime and Ocean Affairs Office will be referred to as "you/your".

CONTACT INFORMATION

CONTACT: MS. SHIELA SOLAS
Administrative Officer

ADDRESS: 2330 Roxas Blvd Pasay City Philippines

TELEPHONE: 8843 – 4053

EMAIL ADDRESS: sheila.solas@dfa.gov.ph

Thank you for choosing **Admiral Hotel Manila - MGallery** as the hotel for the **PHSDG Stakeholders Inter Agency Meeting** scheduled on **November 10-20, 2024**. The space outlined in this contract ("Contract") will be held for your consideration until **November 15, 2024**, by which time this Contract must be signed and returned to us. Upon our receipt of the fully executed Contract, an Event Sales/Services Representative will be assigned to finalize all details pertaining to your program. If we have not received a signed Contract by **15th November, 2024**, we may release the Guest Rooms and Function Space being held for you.

At least seven days prior to your arrival date, you will provide us in writing the names of those attendees authorized by you to make decisions for, and bind, your group, including the approval of charges over and above amounts contracted for in this Contract.

MEETING AND FUNCTION ROOM ALLOCATIONS

The following table outlines the meeting and function room space ("Grand Suites Ballroom") that has been allocated to you. Final function arrangements are due no later than seven (3) days prior to the scheduled function on **November 15, 2024**. Please review this information carefully, since we cannot guarantee space that is not in this table.

Schedule of Meeting					
Date	Time	Event Class	Room	Setup	No. of Guests
November 19, 2024	0800H-2200H	Conference	Grand Suites Ballroom	Classroom	75
November 20, 2024	0800H-1700H	Conference	Grand Suites Ballroom	Classroom	75





ADMIRAL HOTEL Manila

Whole Day Meeting Package at Php 4,500 nett per person

Inclusions:

- Exclusive use of Grand Harbour Ballroom for 9 hours from 8AM to 10PM
- LED WALL -9X12FT
- Paper, pencils and name cards
- Basic sound system equipment
- Flipcharts with markers, and Whiteboard with markers
- Mints and Candles
- High-speed wireless internet
- Free flow of coffee and tea
- Sumptuous AM Snack, PM Snack & Buffet Lunch with One Round of Iced Tea
- Dedicated banquet supervisor throughout the event
- Complimentary Wi-Fi to all guests
- Complimentary parking

The hotel reserves the right to revise the pricing and/or change the event venue should the number of attendees fall below the minimum guaranteed number listed in the grid below.

Room Block

Upon our acceptance of this Contract, we will remove from our inventory and consider sold to you the room nights within the following arrival and departure pattern (the "Room Block"):

Room Type	Single Occupancy Rate	Double Occupancy Rate	Triple Occupancy Rate	Maximum Occupancy
Superior Atrium - King	Php 10,000.00 net			1 Adult
Superior Atrium - Twin		Php 15,000.00 net		2 Adults
Deluxe Room - King	Php 10,000.00 net			1 Adult
Deluxe Room - Twin		Php 15,000.00 net		2 Adults
Deluxe Room with Extra Bed			Php 20,000.00	3 Adults
Executive Room - King	Php 17,000.00 net			1 Adult
Executive Room - Twin		Php 20,000.00 net		2 Adults

Room Category	November 18-20, 2024			
	November 18	November 19	November 20	November 21
Superior Atrium King (Single Occupancy)	7	11		Check-Out
Superior Atrium Twin (Double Occupancy)		4		Check-Out
Deluxe Room King (Single Occupancy)	15	17	3	Check-Out





ADMIRAL HOTEL

Manila

Deluxe Room Twin (Double Occupancy)	4	10	Check-Out
Deluxe Room with Extra Bed (Triple Occupancy)	1	1	Check-Out
Executive Room King (Single Occupancy)		13	Check-Out
Executive Room Twin (Double Occupancy)		3	Check-Out
TOTAL ROOM NIGHTS: 89	27	59	3

INCLUSIONS

- Buffet breakfast at the Admiral Club
- High-speed broadband Internet and Wi-Fi access
- Use of the recreation facilities: gym and infinity pool
- Free parking for one car per room (first come first serve basis)

GUEST ROOM AMENITIES

- 55" Samsung Hospitality TV
- Bose sound bar
- Cable TV with international cable listing
- Nespresso machine and capsule box
- TWG tea and kettle
- 300-thread count linens
- Electronic laptop size in-room safe
- International direct dial telephone
- Voice mail
- Flat iron and ironing board
- Coat stand and brush
- Mini-refrigerator
- Ecopure water
- Welcome or Farewell Gifts

CONDITIONS

- The minimum number of rooms required to book in order to avail of the special group rate is 30.
- A limited number of alternate room types may be available during your program dates.
- Confirmation of rooms will be on an availability and request basis. Please let us know as soon as possible if you require rooms from any other room categories.
- If your room type selection is not available, the next available room type at the assigned rate will be offered
- Rates quoted for the room are based on the occupancy stated.
- Admiral Hotel Manila – MGallery reserves the right to change the special rates indicated above to public rate in case your company does not meet the minimum number of rooms.
- Bed type preference is subject to availability upon check-in.

ADDITIONAL ROOM OCCUPANTS

- Maximum occupancy is 2 adults per room. Extra person charge as follows:
Php 964 net - extra person only
Php 2,460 net - extra person with breakfast
Php 4,674 net - extra person with breakfast and bed
- Children aged 12 years and below are free to stay with their parents utilizing existing bedding. They are also entitled to a complimentary breakfast at Admiral Club with the accompaniment of their parents and following the maximum capacity guidelines of the property.





ADMIRAL HOTEL Manila

GROUP RATES

The above rates reflect the group rates, which include accommodation and daily buffet breakfast at Admiral Club based on occupancy.

You shall be solely and fully responsible for clearly and conspicuously informing your attendees of the type, amount and breakdown of any mandatory additional fees and charges, and also that any such fees and charges are separate and distinct from the room rate and related taxes. You shall not lump these fees and charges into any category such as tax or room rate in any program-related materials or in any other manner. You must inform your attendees of all such fees and charges before they book. Should any attendee object to paying these fees and/or charges, we will post them to your Master Account.

ALL RATES AND PRICES

All of the rates and prices quoted in this Contract are in Philippine peso and are inclusive of applicable taxes and service charge, non-commissionable.

TAXES AND SERVICE CHARGE

Room rates are inclusive of the following taxes and service charge:

1) Value Added Tax	12%
2) Service Charge	10%
3) Local Tax	1%

ROOM BLOCK CONFIRMATION

As indicated above, upon acceptance of this Contract, we will remove the entire Room Block from our inventory. We require room reservations to assign attendees to specific rooms.

ROOMING LIST

Please provide us with a rooming list based on the template or excel file with names, arrival and departure dates, not later than the reservations due date.

Please contact your Event Sales/Services Representative to discuss our online group reservation toolkit and the features that would best suit your needs.

Individuals who will be paying their own accounts must guarantee their reservations for late arrival in cash or by use of a major credit card. Please note that this does not affect your responsibility to produce all revenues required by this Contract. We will accept cancellation of individual reservations made up to 72 hours before arrival, and refund the deposit for those rooms for the full night's stay. For clarity, these cancelled rooms will be included in any calculations under the Cancellation and Attrition Policies section(s) below. Reservations and deposits received after the reservations due date, or exceeding the contracted Room Block, will be confirmed on a space and rate available basis only.

RESERVATIONS DUE DATE

Reservations must be made by **15TH NOVEMBER 2024** to qualify for the group rate. To assist monitoring your pickup, our Event Sales/Services Representative will review the Room Block pick-up with you.

After the reservations due date, all room nights that have not been reserved will be returned to the Hotel's general inventory without further notice to you. Reservations received after the reservations due date, or exceeding the contracted Room Block, will be confirmed on a space and rate available basis only.



M GALLERY
HOTEL
COLLECTION



ADMIRAL HOTEL

Manila

STANDARD CHECK-IN TIMES

Standard Hotel check-in time is at 2:00PM. Guests arriving prior to 2:00PM will be accommodated as rooms become available. The hotel can store guests' luggage anytime while waiting for the check-in time.

Early check-in is subject to availability. Full one (1) night rate will be charged for check-in from 2:00AM to 7:00AM and half day rate charge for check-in from 7:01AM to 10:00AM.

Standard Hotel check-out time is 12:00 noon. Arrangements may be made for late check-out and is subject to availability. A minimal fee is charged for this service depending on seasonality and occupancy levels on the date of check-out.

After 05:00PM, the full room rate will apply.

Kindly indicate the manner in which you wish us to handle your attendees' charges. For clarity, regardless of the option you select below, you remain responsible for producing the required revenues set forth in this Contract:

- ☐ Individual to pay own room charges and incidentals
- ☒ Room charges to be posted to Master Account; Incidentals to individuals
- ☐ All charges to Master Account
- ☐ Other, please specify _____

Charges and additional fees such as coffee breaks, banquets and other services requested by you or your authorized onsite contact will be placed on your Master Account.

MASTER ACCOUNT AUTHORIZATION

No pre-payment for your total estimated Master Account provided with necessary documents such as Letter of Guarantee and Certificate of Availability of Funds.

For bank transfer, please find below bank details. Kindly send us the proof of payment once paid.

BANK DETAILS:

Bank account beneficiary name	ANCHOR LAND HOTELS AND RESORTS, INC.
Bank name	BDO Unibank
Bank account no.	00531 803 6042
Type of account	CHECKING
Branch Code	0531
Bank Address	BDO Makati Ave. – Ayala Branch
Swift Code	BNORPHMM



GALLERY
HOTEL
COLLECTION



ADMIRAL HOTEL

Manila

CANCELLATION & ATTRITION POLICIES

As indicated above, when you sign this Contract, we remove the Room Block from our inventory and consider it sold to you. If you cancel this Contract or do not fulfil your Room Block ("attrition") we may be exposed to substantial losses. Accordingly, you agree to the below Cancellation and Attrition Policies, which the parties agree are to be used to calculate and assess liquidated damages and not penalties:

ANTICIPATED ROOM NIGHT REVENUE

We anticipate the Room Block to generate total revenues of **Php 1,121,000.00 nett** (inclusive of applicable taxes and service charge) ("Anticipated Room Night Revenue"). We will allow reduction in Anticipated Room Night Revenue, provided that you make a written request with the following schedule.

Date of Hotel's Receipt of Reduction Notice	Percentage of Allowed Attrition in Room Nights	Amount of Cancellation Damages Owed, plus applicable national and local taxes
Reduction between 15TH November 2024 and 7 days before the event:	NOT ALLOWED	FULL RATE OF THE REDUCED ROOM NIGHTS

After this period, decrease in room nights per day will no longer be allowed. At the conclusion of your program, we will subtract the actual rooms revenue derived from your program (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition from Anticipated Room Night Revenue. The remaining amount will be posted to your Master Account, plus applicable taxes (unless stated as nett) and any additional daily fees.

ANTICIPATED F&B REVENUE

You are responsible for the entire Anticipated Event F&B Revenue of **Php 675,000.00 nett**. If your estimated revenues appear to be below the Anticipated Event F&B Revenue, we may advise you of additional food and beverage options to meet the agreed upon minimum Anticipated Event F&B Revenue. At the conclusion of your program, we will subtract the actual food and beverage revenue derived from your program from the Anticipated Event F&B Revenue. The remaining amount will be posted to your Master Account, plus applicable additional charges, fees and taxes.

NO SHOWS

It is your responsibility to pay for any cancellations that extend beyond allowable attrition, if any. For each no show, you will be charged for the entire duration of the reservation plus tax. If attendees are to pay their own room and tax, the individual's credit card will be charged for that amount. If no attendee credit card has been provided, all such charges will be billed to your Master Account.

CANCELLATION FEE

In addition, we will charge, and you will owe, a cancellation fee calculated in accordance with the chart below, plus applicable taxes and additional charges and fees, which the parties intend as liquidated damages and not as a penalty.

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue Owed / Liquidated Damages
7 days before the Arrival:	PHP 1,796,000.00 or 100% of anticipated revenue

*Plus applicable taxes and additional fees and charges. You shall pay the liquidated damages you owe at the time of cancellation. You may not transfer, resell or sublet the rights granted you and/or your attendees (as applicable) under this Contract to any third party for purposes of satisfying the Anticipated Room Night Revenue or otherwise.





ADMIRAL HOTEL

Manila

IMPORTANT INFORMATION

To confirm arrangements for this program, please sign and return this Contract before **15TH NOVEMBER, 2024** along with the requested deposit. After this date, if we have not received a signed Contract, the Hotel will release the Room Block and Function Space being held for you. The Hotel therefore reserves the right to re-propose the rates and concession based on updated business demand.

ADDITIONAL DOCUMENTS

The following Schedule(s) and attachments are attached to, and incorporated into this Contract. Prices in the attached documents are subject to change.

Schedule A – Terms and Conditions

This Contract, including the attached Terms and Conditions, shall be a legally binding contract only after it has been signed by a representative of **DEPARTMENT OF FOREIGN AFFAIRS – MARITIME AND OCEAN AFFAIRS OFFICE** authorized to commit to the arrangements set forth herein on behalf of **ADMIRAL HOTEL MANILA - MGALLERY** and thereafter signed by a representative of Hotel.

Sincerely,

Anchor Land Hotels and Resorts, Inc. currently
trading as Admiral Hotel Manila - MGallery

By: _____

Name: KIMBERLY JIMENEZ

Title: Senior Sales Executive

By: _____

Name: ETHEL ANDRES

Title: Senior Sales & Catering Manager

Approved By: _____

By: _____

Name: MARIE BUENAORRA

Title: EAM S&M/Rooms

DEPARTMENT OF FOREIGN AFFAIRS – MARITIME
AND OCEAN AFFAIRS OFFICE

By: _____

Name: ASEC. MARSHALL LOUIS AFEREZ

Title: Assistant Secretary





ADMIRAL HOTEL

Manila

SCHEDULE A

TERMS AND CONDITIONS

1. INDEMNIFICATION

You shall indemnify and hold us, the Accor hotel operator and **Anchor Land Hotels and Resorts, Inc.**, and their respective owners, parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by you, your contractors, subcontractors, vendors, guests, invitees, agents, delegates or representatives, except to the extent and percentage attributable to the hotel's negligence.

We shall Indemnify and hold you, your parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by us, our agents, employees or representatives, except to the extent and percentage attributable to your or your guests', invitees', agents', delegates' or representatives' negligence.

This indemnification provision (together with all other indemnification obligations in this Contract) shall survive the termination or expiration of this Contract.

2. INSURANCE

Each of us agrees to carry and upon demand to provide to the other evidence of a sufficient amount of insurance to provide coverage for any liabilities arising out of or resulting from our respective obligations pursuant to this Contract. You further agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. All insurance required under this Contract shall name us, Accor S.A., and its subsidiaries and affiliates as additional insureds.

3. CONFIDENTIALITY

The terms and conditions of this Contract are both parties' confidential information and neither party is permitted to disclose them to any third-party (1) other than those of its personnel, including agents, who need to know such information so that the applicable party is able to perform its obligations hereunder or enforce its rights; or (2) to the extent required by applicable laws.

4. GOVERNING LAW AND JURISDICTION

This Contract is made and will be performed in **Manila City, National Capital Region** and shall be governed by and construed in accordance with the **Philippine** law, excluding its conflict of law rules. By executing this Contract, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of the State/Province of **Manila City, National Capital Region**. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the State/Province of **Manila City, National Capital Region** and only in the **Philippines**. In the event of litigation arising from or associated with this Contract, we agree that the prevailing party shall recover its attorney's fees and any costs incurred. Should collection action become necessary, in the sole discretion of the Hotel, all costs associated with that collection action, including attorney's fees, will be posted to your Master Account.

This Contract is the entire agreement between us, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between us, and may only be supplemented or changed in writing, signed by our representatives.

None of our representatives have been or are authorized to make any verbal amendments or representations that vary from



MGALLERY
HOTEL
COLLECTION



ADMIRAL HOTEL *Manila*

the express terms of this Contract, though this Contract may be amended or supplemented in writing. You may not assign this Contract or any of your rights under this Contract without our prior written consent. You further agree that any change in your corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, shall not serve to cancel, modify or in any way reduce your obligations under this Contract, and this Contract shall remain in full force and effect with respect to you and any successor entity. Without limiting the foregoing, you acknowledge and agree that neither you, nor your program attendees or any third-party are permitted to sell, lease or otherwise transfer reservations for rooms, meeting rooms or any other facilities made under this Contract. The parties use the terms "shall" and "will" in connection with a party's obligations interchangeably to indicate a mandatory obligation and do not intend any difference in interpretation between them.

PERSONAL DATA PROTECTION

Each party acknowledges that the booking of stays in a hotel implies the collection and processing of personal data (as defined in EU General Data Protection Regulation ("GDPR") ("Personal Data") pertaining to guests.

When your guests book a stay in the Hotel, when you or a third-party books a stay or reserves rooms on behalf of guests, and/or when you or a third-party otherwise provides guests' Personal Data to Hotel or its operator under this Contract, Hotel or its operator, as applicable, acts as a data controller regarding all such Personal Data provided. This data will be processed in accordance with GDPR and Hotel operator's data protection charter available at <https://www.accorhotels.com/security-certificate/index.en.shtml>.

You remain a data controller for the processing of your users' personal data for travel services purposes.

Each party warrants to collect, process and store Personal Data (and you shall ensure that your onward distributors collect, process and store Personal Data) in compliance with GDPR. Notwithstanding anything to the contrary in this Contract, information given by guests directly to the Hotel or its operator will be the sole property of the operator and its affiliates and nothing in this Contract will be deemed or construed to restrict the use of such information.

PRIVACY

Without limiting either party's rights or obligations under the clause below above "Personal Data Protection," to the extent you provide us any information, including your contact information and the Personal Data (as defined below) of your group and its members and attendees, for any reason, you hereby represent, warrant and covenant that you have obtained all rights, permissions and authorizations necessary to (i) regardless of the point of collection, provide the information to us and (ii) grant us the right to use or release the information (a) in response to inquiries by you; (b) in conjunction with our performance under this Contract; or (c) as otherwise permitted under this Contract.

GROUP CONTENT

To the extent you or your attendees provide any content to us, including brochures, collateral, logos, pictures, videos or music for any reason, including for use in conjunction with, or distribution during, the program, you hereby warrant that you have all rights, permission and licenses necessary to provide such content to us and to display or perform the content used by your group during your program.

DISRUPTION

To facilitate our ability to provide a suitable environment for all guests and to comply with applicable laws and regulations, you agree to notify us in writing in advance of your arrival if any of your planned events or activities will include music, loud speakers, cheering, singing, shouting or other loud noise or disruptive behavior.





ADMIRAL HOTEL *Manila*

FORCE MAJEURE

If the Contract becomes illegal or impossible to perform by either party due to acts of God, war, terrorist act, disaster, strikes, pandemic, civil disorder, or other comparable unforeseeable emergency, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other. You shall also have the option to make any deposit made serve as down payment and can be consumed anytime within six (6) months or in the case of force majeure situation due to government regulations by virtue of a state of public health emergency, within one (1) year from the lifting of the restrictions imposed by the government. Failure to consume the deposit within such time period shall mean forfeiture of the said amount.

FINAL DETAILS

Final details relating to menus, room setup and audio-visual equipment must be supplied by the client to the hotel 10 days prior to the commencement of the event. We understand that there are sometimes further adjustments required after this date but these adjustments may be subject to feasibility and additional charges may apply.

A guaranteed guest count for all functions is required by 10:00 am three (3) working days prior to your event.

If the event manager is not advised of a guaranteed count within this timeframe, the contracted number of guests will become guaranteed guest count.

Should the number of guests on the day exceed the guaranteed number the actual number will be invoiced for, please note that exceeding the guaranteed number may affect the quality-of-service delivery and food quantity for your event.

CONTRACTOR REQUIREMENTS

Should a contractor be engaged by you to construct staging, sound or lighting facilities, the contractor must submit the Contractor Conditions Form, which is stipulating rules & regulations in detail. The contractor must provide verification that the equipment loading utilized is within the specifications of hang points and load limits.

Any materials (textiles, scenery, decorations etc) brought into the venue must be fire proof or sprayed with an approved fire retardant; and a certificate stating the same must be provided to the hotel by the manufacturer or a licensed company 10 days prior to commencing of any work.

Where appropriate, and as dictated by stage loading, relevant certification of load safety must be produced before the stage is utilized.

All work done by outside contractors must be approved by Admiral Hotel Manila – MGallery prior to the commencement of the event. A competent and professionally qualified person in the relevant field of work must conduct the work. If the level of work is not aligned to the required standard, Admiral Hotel Manila – MGallery reserves the right to temporarily suspend the event until the relevant building regulations and safety policies and procedures have been met. All staff must be in proper attire. No shorts, sandals, sleeveless, slipper, and sandals (open shoes).

CLIENT RESPONSIBILITIES

It is the responsibility of the client to inform and supply all relevant documentation to the hotel at least 10 days prior to the event. The client is also responsible for all costs associated with this.

SIGNAGE

The Hotel reserves the right to approve all signage. Signage is not permitted on guest floors, elevators, in the Hotel Lobby, Office/Residence Lobby and entrance area or affixed to the building exterior. Printed signs outside function rooms should be free standing or easel.



GALLERY
HOTEL
COLLECTION



ADMIRAL HOTEL *Manila*

No material is to be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the building. Signage in the Admiral Hotel Manila - MGallery the Hotel's public areas must be kept to a minimum and is at the discretion of Hotel Management.

DATA PRIVACY

You hereby give full consent to Admiral Hotel Manila - MGallery (the "Hotel") to collect, record, organize, store, update, use, consolidate, block, erase or otherwise process information, whether personal, sensitive or privileged, pertaining to yourself and the transactions subject hereof which will be used for the implementation of this 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 Admiral Hotel Manila - MGallery and you hereby express your full conformity thereto.

ASSIGNMENT OF CONTRACT

This Contract is the entire agreement between us, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between us, and may only be supplemented or changed in writing, signed by our representatives.

COUNTERPARTS

This Contract may be executed in counterparts, including scanned PDF counterparts, and delivery of an executed copy of this Contract by any party via electronic transmission will be as effective as delivery of a manually executed copy of the Contract by such party.



GALLERY
HOTEL
COLLECTION