

GROUP BOOKING AGREEMENT

4 July 2024

Department of Foreign Affairs 2330 Roxas Boulevard Pasay City	Shangri-La The Fort, Manila 30 th Street corner 5 th Avenue, Bonifacio Global City Taguig City
Asec. Aileen S. Mendiola-Rau Assistant Secretary Email: aspac.ao@dfa.gov.ph	Anna Rose Manalo Director of Sales Tel. No.: +63 2 8820 0888 E-mail: annarose.manalo@shangri-la.com

RE: DFA Hosting for the 2nd Philippines-Japan Foreign and Defense Ministerial Meetings
on 06-09 July 2024

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 The Fort, Manila located at 30th Street corner 5th Avenue, BGC (the “**Property**”) for the **DFA Hosting for the 2nd Philippines-Japan Foreign and Defense Ministerial Meetings on 06-09 July 2024** (the “**Event**”).

1. Guest Room Block:

Organiser shall reserve and Hotel shall make available for Organiser a block of guestrooms (“**Room Block**”) for the purposes of Event as outlined below:

Room Category	06 Jul Sat	07 Jul Sun	08 Jul Mon	09 Jul Tue
Deluxe Room – Single	2	2	2	Checkout
Deluxe Room – Double	1	1	1	Checkout
Deluxe Room – Triple	2	2	2	Checkout
Premier Suite	1	1	1	Checkout
Total No. of Rooms per Night	6	6	6	Checkout

TOTAL ROOM NIGHT COMMITMENT: 18 room nights

2. Daily Room Rates for Guest Rooms (“Daily Room Rate”):

Room Category	Single Occupancy	Double Occupancy	Triple Occupancy
Deluxe Room	PHP 10,500.00++ (PHP 12,857.25 nett)	PHP 12,000.00++ (PHP 14,694.00 nett)	PHP 15,000.00++ (PHP 18,367.50 nett)
Premier Suite	PHP 20,500.00++ (PHP 25,102.25 nett)		

- Rates are per room per night, and quoted in PHP
- Subject to 12% VAT, 10% Service Charge and 0.45% Local Government Tax per room per night unless quoted as nett.
- Full buffet breakfast is included in the above room rate at High Street Café
- Inclusive of complimentary local call access and in-room wired Internet & Wi-Fi access
- Use of Kerry Sports Club, one of the largest hotel sports club in Asia.
- Late check-out charge until 6:00 PM is at PHP 5,500.00 nett per room

Exclusive benefits for guests booked in Suites:

- Free-flowing non-alcoholic refreshments between 6:00am to 11:00pm at the Horizon Club Lounge
- Choice of buffet breakfast at the Horizon Club Lounge from 6:00am to 10:30am or at High Street Café from 6:30am to 10:30am
- Unwind at day's end with our spread of cocktails and canapés from 5:00pm to 7:00pm at the Horizon Club Lounge
- Complimentary use of meeting room for two hours per day, advance reservation is required
- Use of the in-lounge business center
- Complimentary pressing service for one business suit/dress upon arrival

NOTES:

- Bed type preference can be noted as a request and is subject to space availability.
- 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 PHP10,000net. The designated smoking area is located at the 2nd level outside the main hotel lobby.

Check-In/Check-Out Times: Check-in time is 14:00 hours on the day of arrival. Check-out time is 12:00 hours on the day of departure. Delegates who wish to occupy their Guest Room before 14:00 hours must reserve the Guest Room for a night prior to the arrival date. Delegates who check out after the normal check-out time, i.e. 12:00 hours shall be charged 50% of the applicable group rate per room. A full night's rate per room will be charged for check-out required after 16:00 hours. Late check-out can be pre-arranged and is subject to availability.

Reservation Procedures:

The Organizer shall provide the Hotel with a **Final Room List** by no less than 3 days before the Event (i.e. on or before **03 July 2024**). Any additional Guest Room reservations required by the Organiser after the date of submission of the Final Room List will be subject to Guest Room availability.

Rooming List must carry the following important information:

- Name of the delegate
- Country of residence
- Passport number
- Room category
- Single or double occupancy
- Arrival / departure flight details
- Delegate's e-mail contact

3. Cut-Off Date:

All guest accommodations outlined in the Room Block that are not reserved on or before **03 July 2024** ("**cut-off date**") will be automatically cancelled without further notice. After the cut-off date, any guest wishing to reserve accommodation will be subject to room availability at the prevailing Best Available Rate. For the avoidance of doubt, any failure of the guest to reserve rooms in the Room Block on or before the cut-off date will not adjust nor reduce Organiser's total guest room night commitment nor affect the operation of the "Attrition" or "Cancellation" provisions below.

4. Function Space Allocated for Event:

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

Date/ Day	Function	Room	Minimum Food & Beverage Consumable	Room Rental	Setup	Attendees
08 Jul 2024 8:00AM – 5:00 PM	Bilateral Meeting	Narra B	PHP 120,000 nett	-	Long Table	22
	Luncheon Room	Narra A	PHP 120,000 nett <i>4-Course Set Lunch Menu starts at Php 3,250 nett per person with one round of standard drink</i>	-	Long Table	22
	DFA Holding Room	Capiz	<i>Snacks at Php 850 nett per person per snack</i>	PHP 35,000 nett	Boardroom	20
	DFA Secretariat Room	The Hub 2	<i>AM or PM Snacks at Php 850 nett per person per snack</i> <i>Buffet lunch at Php 2,500 nett per person</i>	-	Existing	35
	JMFA Holding Room	Talisay A	-	PHP 20,000 nett	Lounge	15
	2+2 Meeting	Grand Ballroom A	-	PHP 400,000 nett	Long Table	60

Meeting Amenities

- Basic sound system with up to (4) wireless microphones per room
- Free flowing coffee & tea and water
- Basic flower arrangements
- One (1) set of LCD projector and screen
- Flagpoles (to be provided by DND)

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.

5. Other Charges:

Simultaneous Interpretation Booth Rental:

- Package Price: PHP 200,000.00 nett
- Inclusions:
 - 2 units x Interpreter's Booth
 - 2 units x Interpreter's Console, Headset, Microphone
 - 60 units x Delegate's Earphone & Beltpack
 - 8 units x IR Radiator

6. Assignment of Function Space:

The Function Space is designated for Event according to the expected number of delegates attending 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.

7. 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.

8. 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.

9. Minimum Spend:

The minimum spend anticipated by Hotel under this Agreement is:

Room Charges:	PHP 306,737.25 nett
Minimum Food & Beverage Spend:	PHP 240,000.00 nett
Function Room Rental:	PHP 455,000.00 nett
Simultaneous Interpretation Booth Rental	PHP 200,000.00 nett
Total Minimum Spend	PHP 1,201,737.25 nett

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.

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. 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 five (5) business days prior to Event start date.

12. Cancellation of Event:

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

Upon signing of agreement	100% of Total Minimum Spend
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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 12 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.

13. Deposit / Payment Procedure:

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

Account Payee:	Shang Global City Properties, Inc.	Bank Name:	Metrobank
A/C No. for PHP payments:	519-7-51901751-9	A/C No. for USD payments:	519-2-51920271-3
Address:	Ground Flr., Marajo Tower, 4 th Ave corner 26 th Street, Bonifacio Global City, Taguig City	Swift Code:	MBTCPHMM

Payment will be made as indicated below:

Guest Rooms : <i>(including applicable taxes and automatic or mandatory charges)</i>	<input checked="" type="checkbox"/> Organiser	<input type="checkbox"/> Guest
Room Incidental charges:	<input type="checkbox"/> Organiser	<input checked="" type="checkbox"/> Guest
Event Food & Beverage plus Event Incidental Charges <i>(including applicable taxes, service charges, and administrative charges):</i>	<input checked="" type="checkbox"/> Organiser	<input type="checkbox"/> Guest

Individual Delegate's Account: Unless otherwise advised by Hotel, incidental charges incurred by individual guests will be billed to the account of each guest which will be established in their individual names upon registration with Hotel. All incidental charges must be settled in full by each guest upon check-out or departure.

Payment Due	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 July 2024 .


Save 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:


Asec. Aileen S. Mendiola-Rau
Assistant Secretary
Department of National Defense
Date:

14. General Terms and Conditions:

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


15. Data Protection Compliance:

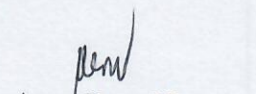
The parties agree to comply with the provisions set forth in Appendix 2 (**Data Protection Compliance**) regarding Personal Data (as defined therein).

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

DEPARTMENT OF FOREIGN AFFAIRS
Organiser

SHANGRI-LA THE FORT, MANILA
Hotel


Asec. Aileen S. Mendiola-Rau
Assistant Secretary
Date: 04 JULY 2024


Anna Rose Manalo
Director of Sales
Date: 04 July 2024