

19 APRIL 2024

CONFORME (OUTSIDE CATERING)

DEPARTMENT OF FOREIGN AFFAIRS – DEPARTMENT LEGISLATIVE LIAISON UNIT

COCKTAILS

APRIL 23, 2024/ TUESDAY/ 11 AM

MINIMUM GUARANTEED OF 200 PERSONS

DFA MAIN OFFICE

ATTENTION : Asec. Adrian Bernie Candolada
Assistant Secretary
DFA - DLLU

THRU : MS. LEN GARCIA
M: 09271240311

I. FOOD – Package of PHP 165,000.00 good for 200 persons

MENU A

Stuffed Lychees with Roquefort Cheese and Pistachio
Duck and Chicken Liver Pate on Melba toast
Mango and Crabstick Crostini
Sliders (Mini Meat Patty on Home-made Oatmeal Burger Buns with tomato, lettuce and cheese)
Croquettas de Pollo with Aioli
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Sweets
Fresh Fruit Tart
Chocolate Fudge Cake

II. BEVERAGE ARRANGEMENT-

- One Round beverage of
- Ilustrado Iced Tea
- 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.

- 20 Cocktail Tables
- Linens – White Table Cloth and Blue Ribbon
- Wait staff
- 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 – DEPARTMENT LEGISLATIVE LIAISON UNIT, full payment to be settled 45 – 60 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:

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

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:

Package of PHP 165,000.00 good for 200 persons	= PHP 165,000.00
TOTAL AMOUNT	= PHP 165,000.00

V. CATERING AGREEMENT-

Name of Client: Asec. Adrian Bernie Candolada

Address: _____

Authorized Representative of: _____

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**.
2. **ILUSTRADO** shall only be liable to perform its catering service hereunder only on **TUESDAY, APRIL 23, 2024 AT 11 AM** and catering service shall continue until **TUESDAY, APRIL 23, 2024 AT 3PM**. 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: **TUESDAY, APRIL 23, 2024 AT 11 AM**
 - b. Location: **DFA MAIN OFFICE**
 - c. Minimum Guaranteed Covers: **200 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 **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, without prior notice.
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 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 – DEPARTMENT LEGISLATIVE LIAISON UNIT, full payment to be settled 45 – 60 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 –

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.
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.
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 ILLUSTRATED FOOD CONCEPTS AND
CATERING CORP.**

**DEPARTMENT OF FOREIGN AFFAIRS –
DEPARTMENT LEGISLATIVE LIAISON
UNIT**

Ilustrado

Client

By:



KASSY DANGANAN
SALES EXECUTIVE

By:



ASEC. ADRIAN BERNIE CANDOLADA
ASSISTANT SECRETARY
DEPARTMENT OF FOREIGN AFFAIRS –
DEPARTMENT LEGISLATIVE LIAISON
UNIT

