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**From:** Paula Makabenta

**To:** Hans Leo J. Caccac

**Hotel name:** Novotel Manila Araneta City

**Company name:** Overseas Workers Welfare Administration

**Address:** General Aguinaldo Avenue, Araneta City  
Quezon City, 0810

**Address:** OWWA Building corner 7th and FB Harrison Street Pasay  
City Philippines

**Tel:** +632 8 990 7888

**Tel:** +63 2 8834 0089

**Mobile:** +63 639988418968

**Mobile:**

**Email:** paula.makabenta@accor.com

**Email:** planning@owwa.gov.ph

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**Date:** February 26, 2020

**Reference:** Novotel Manila Event Contract for OWWA Year End Performance

**Dear Mr. Caccac,**

Thank you for selecting Novotel Manila Araneta City as the venue for your event on **February 27-28, 2020**

Further to our discussion, we are pleased to confirm the following arrangements per your specific requirements for your confirmation.

Should the arrangements outlined in the succeeding pages meet your approval, please indicate your acceptance by returning a signed copy to us on or before **February 26, 2020**

We look forward in welcoming you at Novotel Manila Araneta City. It would be our pleasure to assist you to make this important event memorable.

  
Paula Makabenta  
Sales Manager

**A. ACCOMMODATION ARRANGEMENTS**

We have reserved a block of 28 rooms during these dates indicated below.

**Guestroom Block**

Novotel Manila Araneta City -			
Room Category	Rate	Thu 27-Feb	Fri 28-Feb
Superior Room (Single/Twin Sharing)	Php5,000nett/night	28	Check out

Sub Total (accommodation) Total with Service Charge and Tax PHP140,000.00

**Daily Room Rates**

For a minimum requirement of 28 rooms, we are pleased to extend the following rates:

Novotel Manila Araneta City		
Room Category	Single Rate	Twin / Double Rate
Superior Room	Php5,000nett/night	Php5,000nett/night

Rates indicated are inclusive of government taxes and service charge.  
Rate applicable for a maximum occupancy of two (2) adults. Extra person rate of Php 1,500.00 ++ will apply.

**Accommodation Terms and Conditions :**

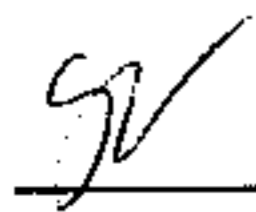
- Increase in room requirement is subject to availability in excess of those guaranteed as provided above.
- Rates are non – commissionable
- Check in time is 2:00 pm while check out time is 12:00 noon. Request for early check-in or late check –out should be made when placing reservations. Rooms may be extended until 6:00 pm at 50% of the group room rate. After 6:00 pm room will be charged at full group room rate

**CONCESSION**

The Hotel will provide you with one (1) complimentary guestroom for every twenty (20) paid rooms per night non - cumulative. However, the complimentary rooms to be provided shall not exceed three (3) rooms regardless of the number of rooms reserved and paid, and must be availed of during the conference proper or to be converted into gift voucher

**ATTRITION AND CANCELLATION TERMS**

Date	
February 19, 2020	Signed contract must be received otherwise tentative blocking will be released
	All remaining rooms will be considered guaranteed by the organizer and shall be paid regardless of any cancellation made thereafter.
	Final rooming list. Any reduction in the total rooms booked will be charged equivalent to their entire stay



## B. EVENT MEETING SPACE AND VENUE

We have reserved the appropriate meeting and banquet spaces to accommodate a group of your size based on the following schedule

Event Meeting Space and Venue Schedule							
February 27, 2020	7:00 PM - 9:00 PM	Package Dinner	Versailles Tent	Banquet	50	1,500	75,000
February 28, 2020	8:00 AM - 5:00 PM	Package Meeting	Monet Ballroom 3	Classroom	50	1,900	95,000
<b>Sub Total (excluding accommodation)</b>						<b>Sub Total</b>	<b>PHP170,000.00</b>

### Event Venue Commitment:

The Hotel is currently holding event space based on the above Program of Events dated above. This is considered to be a firm commitment by the Group and any increase or decrease to the commitment may result in a modification of room rental/consumables by the Hotel. All event space is assigned by the Hotel according to the guaranteed number of persons to attend the event. The Hotel reserves the option to assign alternative meeting space should the expected attendance change, subject to availability and prior arrangement from the Organizer

### Conference Day Packages

<b>Whole Day Meeting</b>	:	<b>Php1,900.00 net per person per day</b> AM Snacks, Buffet Lunch, and PM Snacks
	:	<b>Php1,500.00 net per person per day</b> Buffet Dinner

### Complimentary Inclusions:

- Freshly brewed coffee and tea
- Conference pads & pencils
- Mints for all participants
- WIFI internet access in the meeting room
- Complimentary use of standard conference equipment  
(Basic PA System, LCD Projector with screen, podium, flipchart)
- Parking passes based on ten percent (10%) of guaranteed guests, not applicable to valet

### Event Inclusions, Commercial Terms and Conditions:

**Prices:** All nett prices include government taxes and service charge.

**Room Hire Charges** are based on your current accommodation, catering and event requirements. Any shortfall in Food and Beverage spend will be charged as room rental.

**Commission:** Rates are non-commissionable.

**24 hour Hold:** Unless a 24-hour hold is made on the event space, the Hotel reserves the rights to dismantle the meeting set-up, and allocate space to other clients during non-use hours.

**Definition of Guaranteed number and event attrition and cancellation terms:** The Hotel reserves the right to apply a surcharge or re-quote on said business if number of attendees or function space increases or decreases from the signed contract.

### Conditions for adding to the guaranteed numbers:

The Hotel does not guarantee catering for increases of more than 10% of the guaranteed number of guests, although every effort will be made to meet the event requirements. Last minute increases or additional food orders may be based on chef's recommended menu.

Further, should the actual number of persons exceed the guaranteed attendance menu price per succeeding person will be subject to **15%** increase.

**Menu Selection:** Menu selection should be finalized within 7 days prior to event. Chef's discretion on food items will be applied should choices not received within the specified period. A 72-hour notice at the latest, prior to the date of function is required for adjustments on the menu and/or guaranteed number for pre-arranged meals

#### **Beverage Arrangements**

The following corkage will apply for wine and alcoholic beverages bought outside the hotel

- Php1,500 per Standard bottle of 750ml Hard Drinks
- Php2,000 per Standard bottle of 1 liter Hard Drinks
- Php2,500 per Premium bottle of 750ml Hard Drinks
- Php3,500 per premium bottle of 1 liter Hard Drinks
- Php750 per Standard bottle of 750ml wine

#### **Set Up and Layout Requirements**

Organizer will be required to accomplish a work permit for power/electrical/fabrication requirements, gate pass and an outside contractor's agreement at least 5 working days prior to the ingress date.

#### **Audio Visual Requirements :**

Ideal for all types of functions, Novotel Manila Araneta City can accommodate intimate gatherings, grand events, conventions and exhibitions. Convention facilities offer the latest audio visual equipment and meeting technology including wireless connectivity. A **corkage fee of Php 20,000.00** will be applied for AV equipment to be brought in by the client.

#### **Other Services:**

- Parking: Complimentary parking for 10% of guaranteed number of guests.
- In Balance Fitness : Located at the 5th level, free use for in-house guests
- In Balance Spa : Located at the 5th level. Tariff rates to apply
- Pool: Located at the 6th level, free use for in-house guests

### **C. BILLING ARRANGEMENTS**

#### **Master Account - On Send Bill Arrangement**

Company shall settle the following :

- a. All room charges based on the contract
- b. All banquet charges based on the final function arrangement

#### ***Settlement of Incidental Charges:***

- c. All incidental room and/ or banquet charges incurred during the event
- d. Other incidental charges signed by the authorized signatories. Please submit names and designation of all authorized signatories prior to stay or event dates. For last minute charges not covered by the signed contract and/or supporting documents such as : Purchase Order or Certificate of Availability of Funds for government agencies, company will be required to submit documents to support the said charges. Otherwise signatory/ies will required to sign the hotel Authorization to Charge form.

The hotel will require a Letter of Authorization from OWWA stating the following :

- a. The list of charges to be billed by the company
- b. Authorized signatory/ies to sign and approve charges that are to be billed to the master account

**D. DEPOSIT/PAYMENT SCHEDULE**

<b>Payment Amount</b>
Full payment of the total room and banquet charges amounting to Php310,000.00 to be settled thru special send bill arrangement. CAF/LOA to be given prior group check in. Incidentals to be settled thru cash or credit card right after the event

**For Bank Deposit / Check payment, please address it to:**

Account Name : Araneta Hotels, Inc  
Address : 101 Aguinaldo Ave. cor. Mc. Arthur Ave.,  
Araneta Center Socorro 3, Quezon City  
TIN : 006 -875- 885-001  
Bank Name : Bank of the Philippine Island  
Account Number : 004 351 – 0040 – 91 (Peso)  
: 004 354 – 0185 – 14 (Dollar)  
Bank Address : Gateway Mall Cubao, Quezon City  
Swift Code : BOIPHMM

**E. CANCELLATION**

Refer to Page 3 of the Accor Meeting & Event Terms and Conditions for the Cancellation or Attrition

**Option Date / Event Confirmation**

The arrangement outlined in this Agreement will be held on a first option tentative basis until **February 26, 2020**. If the organizer does not sign and return this Agreement by this date, the Hotel reserves the right to cancel all arrangements without notice or obligation to the Group.

**Summary of Charges:**

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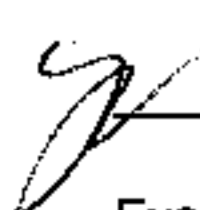
Accommodation Requirements	Php140,000.00
Food and Beverage Requirements	Php170,000.00
<b>Estimated total</b>	<b>Php310,000.00</b>

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I have read and understood the Accommodation and F&B Terms and Conditions including the Accor Meeting & Events Terms & Conditions and guarantee payment of the relevant charges for the above named event.

Once signed and completed, please return via email at paula.makabenta@accor.com on or before **February 26, 2020**

Thank you for confirming your event at Novotel Manila Araneta City.



Signed for and on behalf of the above named company and client by:

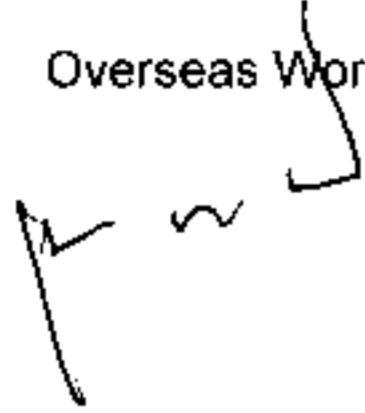
**Name:** Hans Leo J. Caddac

**Date:** February 26, 2020

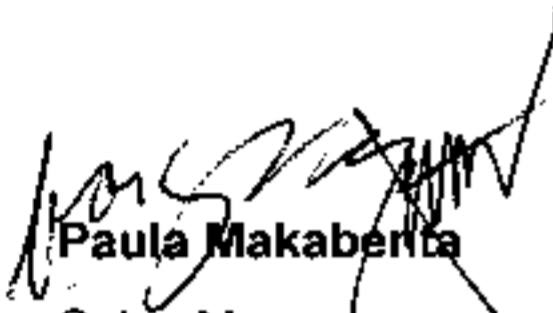
**Position:** Administrator

**Company:** Overseas Workers Welfare Administration

**Signature:**

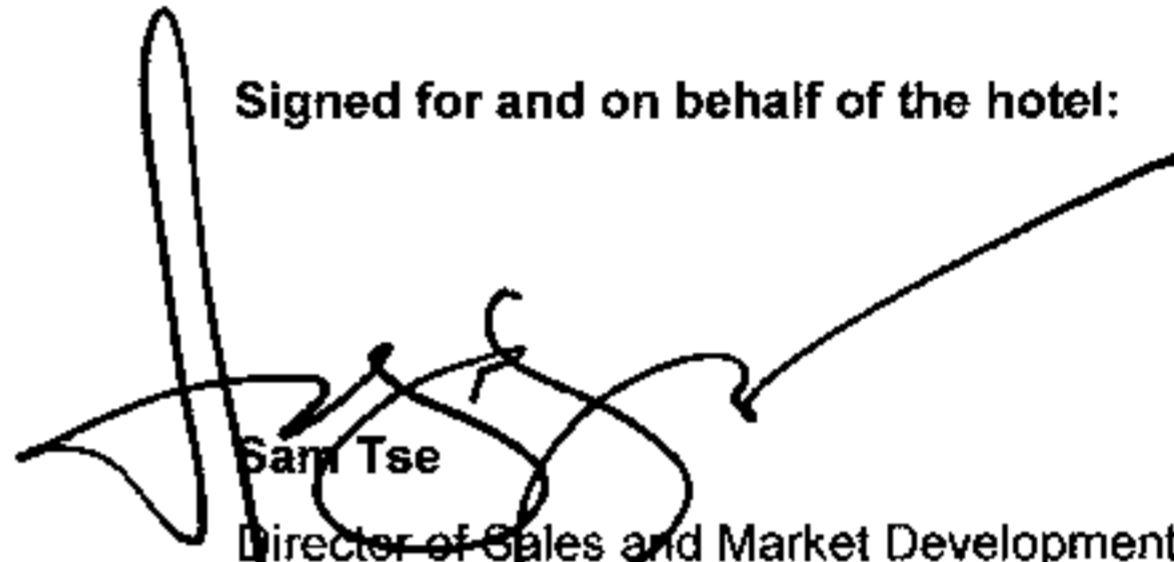


Kind Regards,




**Paula Makaberita**  
Sales Manager  
Novotel Manila Araneta City

Signed for and on behalf of the hotel:



**Sam Tse**  
Director of Sales and Market Development  
Novotel Manila Araneta City



**Maria Garcia / Mike Brown**  
Hotel Manager / General Manager  
Novotel Manila Araneta City





# ACCOR Meeting & Events Terms & Conditions

## 1/ PARTIES

This contract is made between Araneta Hotels Inc. trading as Novotel Manila Araneta City located at Gen Aguinaldo Avenue Araneta City 0810 Quezon City Philippines, hereinafter referred to as the "Hotel", represented by Jose Rasalan, Director of Finance and the Client Overseas Workers Welfare Administration, located at OWWA Building corner 7th and FB Harrison Street Pasay City Philippines represented by Mr. Hans Leo J. Cacdac Administrator.

In the event that this document is signed in the name of a company the signatories recognized they have full authority to sign the contract.

## 2/ SUBJECT

The Hotel undertakes to provide the Client with services described in the attached proposal, and the Client undertakes to pay for these services, in accordance with the conditions set out below. These Terms & Conditions and the attached proposal constitute the entire agreement of the parties and shall supersede all prior discussions, negotiations and agreements in relation to the subject hereof.

## 3/ CONFIRMATION

Upon confirmation of the booking by the Client, the Terms & Conditions and the proposal must be signed and returned to the Hotel by **26 February 2020**

- 3.1 All confirmations for accommodation must be in writing.
- 3.2 A preliminary rooming list is required by 7 days prior to arrival.
- 3.3 A final rooming list must be provided no later than 3 days prior to the group's arrival. The rooming list must contain the names of persons in the group who will be staying at the Hotel, the date of arrival and departure for each person, the estimated time of arrival of each person.
- 3.4 All rooms not utilized on the rooming list will be released from the block and will be subject to a fee in accordance with clause 9. If more rooms are required, they will be subject to availability and "Best Unrestricted Rate".
- 3.5 Direct accommodation bookings must be guaranteed by a credit card. The Hotel can provide a booking form for completion by your delegates.
- 3.6 The Hotel will require a credit card imprint from each guest upon check in to cover any additional charges, i.e. mini bar, in-house video, telephone, etc. that are the responsibility of the guest. If the guest requests to pay by cash, the Hotel will require a Php 3,000 per day cash deposit on check in, the balance of which will be refunded on check out.

## 4/ DEPOSIT

**For groups: Global amount including accommodation paid totally by the Client**

- 4.1 Full payment of the total room and banquet charges to be settled thru special send bill arrangement. CAF/LOA should be given prior event

**For individuals: Global amount is paid by each participant individually to the Hotel**

Bookings are guaranteed by the payment of the first night or first day delegate rate by credit card when the booking is made. Final payment (100% of the global amount) has to be paid by the Client upon check out.

## 5/ PAYMENT

BILLING PROCEDURES: (please mark with an X where applicable)

	Group Master Account	Individual / Participant Account
Room & Tax	<input type="checkbox"/>	<input type="checkbox"/>
Breakfast	<input type="checkbox"/>	<input type="checkbox"/>
Minibar	<input type="checkbox"/>	<input type="checkbox"/>
Room service	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Laundry & Valet Service	<input type="checkbox"/>	<input type="checkbox"/>
Porterage	<input type="checkbox"/>	<input type="checkbox"/>
Other expenses	<input type="checkbox"/>	<input type="checkbox"/>

(a) Cancellation within sixty (15) days – 100% of the Estimated Function Charge.

8.3 Cancellation of part functions, inclusive of breakout rooms, will attract a cancellation fee equal to full room hire for each day of cancellation.

8.4 Cancellation or Attrition of Accommodation Rooms will attract fees calculated as follows:

(a) If you cancel your accommodation booking:

When the cancellation request is received by the Hotel	Cancellation fees
Up to 15 Days before the event date	100% of the contracted accommodation charge for all room nights cancelled

(b) If you reduce your accommodation room nights (Attrition):

When the room block reduction request is received by the Hotel	% of the accommodation value being cancelled	Attrition fees
Up to 90 Days before the event date		Any cancellation, release of rooms or "no Shows" will be charged 100%.

8.5 Any services or goods organized, booked or ordered by the Hotel at the Client's request and subsequently cancelled, the Client will be liable for the payment in full of all costs and disbursements incurred by the Hotel. Such goods or services may include, but will not be limited to; transport, entertainment, audiovisual equipment, decorations and printing costs.

#### **9/ CHANGES**

In case of no availability from the Hotel, the latter may partially or fully relocate participants in nearest nearby hotel, of an equivalent category, without any price supplement.

#### **10/ INSURANCE**

The Hotel is covered by an insurance policy covering its activity. The hotels and managed hotels are directly insured by the companies owning these hotels.

The Client shall be liable for any property damage and/or personal injury caused by itself or by the participants in the Hotel. Moreover, the participants must observe the procedures implemented in the Hotel and, in particular, regulations relating to fire safety, procedures relating to depositing objects in the safe, etc. and may not claim compensation for the loss sustained in event of non-compliance with said procedures.

#### **11/ FORCE MAJEURE**

If either the Client or the Hotel is affected by a force majeure event (event beyond the Parties' control such as act of war, natural disaster, fire, flooding ...), it shall forthwith the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure event, notified to the other party; and the time for performance of such obligation shall be extended accordingly.

Unless otherwise agreed between the parties, if the force majeure event persists for more than thirty (30) days, either party may terminate this contract upon a thirty (30) days notice in writing.

#### **12/ LIMITATION OF LIABILITY**

Neither Party shall be liable to the other by reason of any representation or any implied warranty, condition or other term or in tort (including negligence) or any duty at law, or under the express terms of this Agreement for any indirect or consequential loss or damage, or for any monetary or economic loss or for any loss of profit, loss of uses, loss of contracts, loss of business, depletion of goodwill, costs, expenses or claims for consequential compensation whatsoever which arise out of or in connection with this Agreement. Nothing in this Agreement excludes or limits either Party for death or personal injury caused by that Party's negligence or fraudulent misrepresentation.

In no case shall the Hotel's liability exceed the global amount actually paid to the Hotel by the Client.

#### **13/ APPLICABLE LAW**

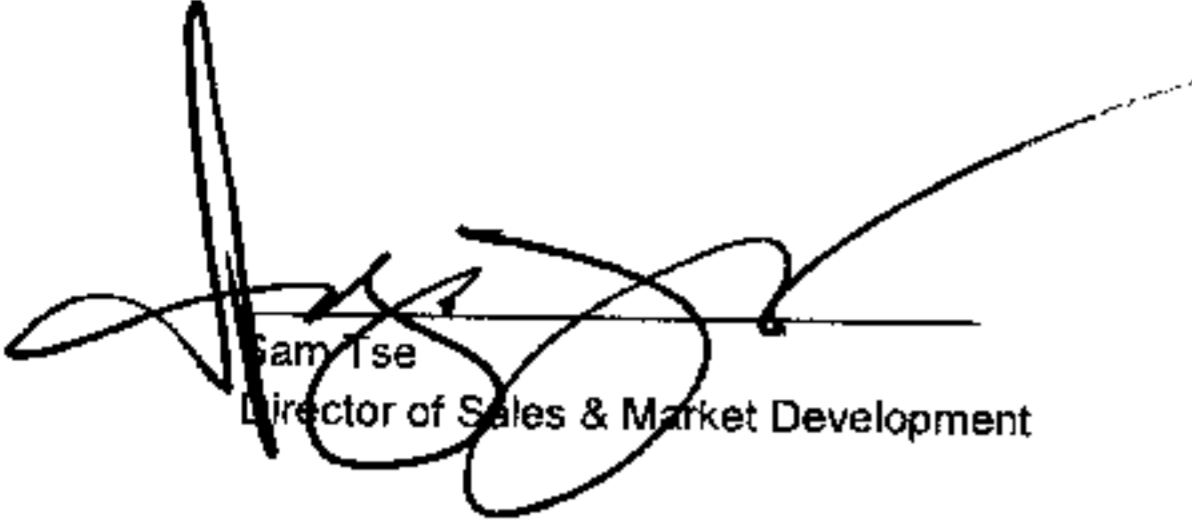
This agreement is governed by and is to be constructed in accordance with the laws of Philippines. The parties irrevocably agree that the commercial court in which jurisdiction the Hotel is located will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this contract.





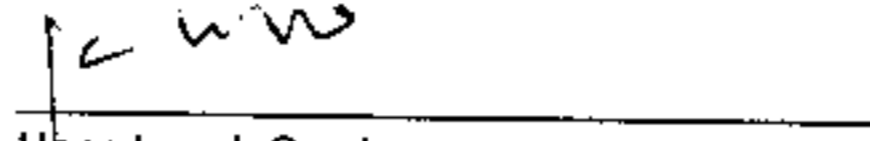
Any modification of this contract is valid only in writing if signed by the legal representatives of both parties.

In witness whereof, each party hereto has caused this contract to be executed in duplicate, by its duly authorized representative.



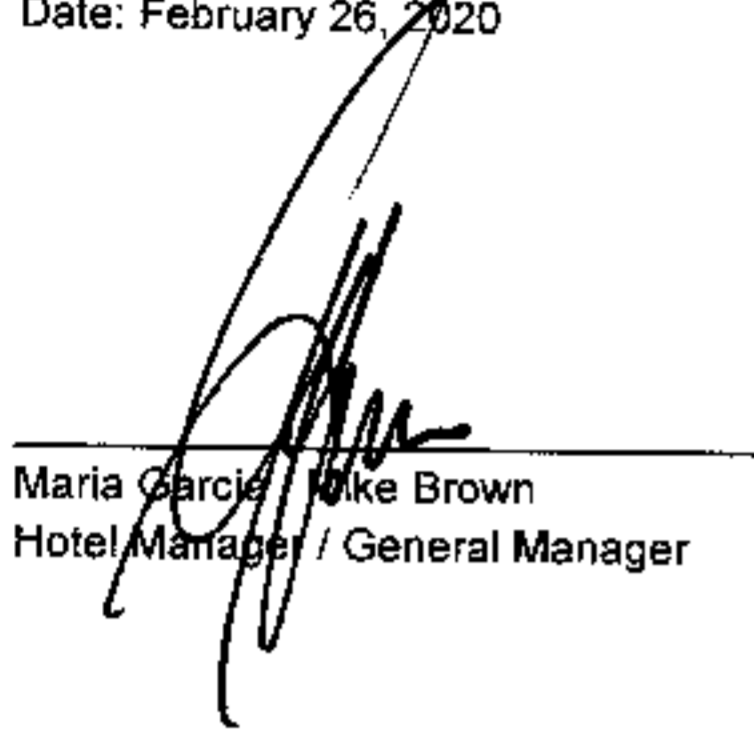
Sam Tse  
Director of Sales & Market Development

Date: February 26, 2020



Hans Leo J. Cacadac  
Administrator

Date:



Maria Garcia / Mike Brown  
Hotel Manager / General Manager

Date: February 26, 2020

