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**GROUP BOOKING AGREEMENT**

17 September 2019



<b>CENTER FOR INTERNATIONAL TRADE EXPOSITION AND MISSIONS</b> Golden Shell Pavilion, Roxas Blvd., cor. Sen. Gil Puyat Ave., Pasay City, Metro Manila 1300 Philippines	<b>HOTEL JEN MANILA</b> 3001 Roxas Boulevard Pasay City, Philippines
<b>MS. PAULINA SUACO-JUAN</b> Executive Director Tel: 632 831 2201 loc. 242 Email: mmontemayor@citem.com.ph	Contact: <b>ADEL BORJA</b> Title: Senior MICE Sales Manager Tel : 795 8888 local 2963 Email: adel.borja@hoteljen.com

**RE: ROOM ACCOMMODATION/ 16-22 SEPTEMBER 2019**

This Agreement together with the Appendices appended herein is entered into between **CENTER FOR INTERNATIONAL TRADE EXPOSITION AND MISSIONS** and **HOTEL JEN MANILA** at 3001 Roxas Boulevard Pasay City for the event on **16-22 SEPTEMBER 2019**

**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	SEPTEMBER 2019						
	16	17	18	19	20	21	22
Quadruple	1	7	10	11	11	4	Checkout
<b>Total Blockings (44)</b>	<b>1</b>	<b>7</b>	<b>10</b>	<b>11</b>	<b>11</b>	<b>4</b>	<b>Checkout</b>
<b>TOTAL ROOM CHARGES</b>	<b>Php242,000.00 nett</b>						

**TOTAL ROOM NIGHT COMMITMENT: 44 room nights**

**2. Daily Room Rates for Guest Rooms ("Daily Room Rate"):**

Room Category	Room Rates (nett/room/night)
	Quadruple Occupancy
Deluxe Room (existing bed set-up)	Php 5,500.00

- Rates are per room per night, and quoted in *Peso*
- Rates INCLUDE applicable taxes, currently 12% VAT and 0.85% Local Government Taxes, or the following automatic or mandatory charges (e.g. resort charges)
- Rates INCLUDE Daily Buffet Breakfast
- Inclusive of complimentary local call access, in-room wired internet and Wi-Fi access
- Rates will be available for three (3) days prior to *September 16, 2019* and after *September 22, 2019* subject to room availability

**3. Cut-Off Date:**

All guest accommodations outlined in the Room Block that are not reserved on or before **10 September 2019** 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. Minimum Spend:**

The minimum spend anticipated by Hotel under this Agreement is:

Minimum Guest Room Spend (No. of room nights in Room Block x average rate):	Php242,000.00
<b>TOTAL MINIMUM SPEND</b>	<b>Php242,000.00</b>

Except where required by any applicable law, the minimum spend will exclude 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 "Attrition Damages" and/or "Cancellation Amounts" as set out below.

**5. Attrition:**

Organiser will be deemed to have met its minimum spend requirements under this Agreement if it fulfils its Minimum Food & Beverage Spend commitment as calculated above and its Adjusted Minimum Guest Room Spend commitment based on the attrition allowance below.

<b>Adjusted Minimum Guest Room Spend:</b>	100% of Minimum Guest Room Spend Php242,000.00
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This attrition allowance does not apply if Organiser cancels the Agreement or does not hold Event at the Property. If Organiser holds its event at the Property, but does not fulfill its Adjusted Minimum Guest Room Spend commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as follows:

<b>Guest Room Attrition Damages = Adjusted Minimum Guest Room Spend minus actual guest room spend from Room Block</b>
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If Organiser does not fulfil its Minimum Food & Beverage and Guestroom Spend commitment, it will pay the difference between its Minimum Food & Beverage and Guestroom Spend commitment and its actual food & beverage revenue (plus all applicable taxes).

All amounts owed by Organiser to Hotel pursuant to attrition clause are payable within fifteen (15) days after an invoice has been issued.

**6. Cancellation of Event:**

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

From Agreement Date to 15 days prior to the 1st Day of Event September 16, 2019	100% of Total Minimum Spend = Php 242,000.00
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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 fifteen (15) days after an invoice has been issued.

Organiser acknowledges and agrees that the "Attrition Damages" and "Cancellation Amounts" as set out under clauses 6 and 7 respectively are 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 "Attrition Damages" and/or "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.

**7. 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 a bank transfer to the following bank account.

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Account Payee :	Hotel Jen Manila	Bank Name	Asia United Bank
A/C No. :	039-01-000026-0 (Philippine Pesos)	Address	G/F Femini Bldg. Intarmuros Branch Manila
Swift Code :	AUBKPHMM	Bank code	AUBKPHMM

Payment Due	Payment Amount
15 days after receiving the SOA	One Hundred (100%) of Total Remaining Balance of Minimum Spend inclusive of taxes and service charges to be settle through <b>SEND-BILL ARRANGEMENT</b>

Any tax withheld by the client should be immediately supported by the CWT certificate of BIR Form 2306/2307 to be submitted together with the check or cash payment.

Save as otherwise provided in this Agreement, all Event charges are payable upon receipt of an 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 at least fifteen (15) days in advance of 16 September 2019. If Organiser pays using a credit card that is acceptable by Hotel, a valid credit card must be provided to Hotel no later than 16 September 2019, and all 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.

#### **8. Golden Circle Event Planner Rewards:**

##### **Earnings**

Organiser will earn one (1) Golden Circle Award Point ("**GC Award 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 GC Award Points) with a maximum cap of USD 200,000 per Event, which is equivalent to a maximum of 40,000 GC Award Points. Double points are earned from the second Event onwards within a calendar year which will be subject to a maximum cap of 80,000 GC Award Points per Event. In order to qualify for GC Award 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.

##### **5% Golden Circle Award Points Redemption**

Organiser can redeem GC Award 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 50,000 GC Award Points or its local currency cash equivalent to offset their Event spend. Redemption will be at a rate of ten (10) GC Award Points per USD one (US\$1). GC Award Points must be redeemed in multiples of 250 points. The redemption award can be used to partially settle the Event spend up to a maximum of 5% of total Event Cost including taxes, and service charges excluding gratuities. The remaining balance of Event spend and all gratuities must be settled by cash, credit card or other payment method.

Member Name	Golden Circle Event Planner Membership Number
1.	
2.	

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**9. General Terms and Conditions:**

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

**10. 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 **10 September 2019** failing which the offer shall lapse and all guest room blocks and function space will be released without further notice.

**CENTER FOR INTERNATIONAL TRADE  
EXPOSITION AND MISSIONS**

*[Signature]*  
**MS. PAULINA SUACO-JUAN**

Executive Director *[Initials]*

Date

*[Signature]*  
**MALERNA C. BUYAO**  
OIC-Controllership Division  
WITNESS

**HOTEL JEN MANILA**

*[Signature]*  
**ADEL BORJA**

Senior MICE Sales Manager - *[Signature]*

Date

*[Signature]*  
**ALTHEA PEÑALOSA**

Director of Sales *[Signature]*

Date

CAF Form No. 1909180Date : 16 September 2019**CERTIFICATE of AVAILABILITY of FUNDS**

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of **Two Hundred Forty Two Thousand Pesos (Php242,000.00)** payment to **HOTEL JEN** for the Staff Accommodation of CREATE Philippines 2019.

This certification is being issued for whatever legal purpose it may serve.

  
MALERNA C. BUYAO  
Chief Controllership Division

Reference

Contract No. 190535

BUR No. : \_\_\_\_\_

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY )S.S**

**BEFORE ME**, a Notary Public for and in the City of Makati, on this 20 SEP 2019 day of SEP 2019 personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN ALTHEA PEÑALOSA	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of six (6) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

**WITNESS MY HAND AND SEAL** on the place and date first-written above.

Doc. No. 269  
Page No. 55  
Book No. 92  
Series of 2019

**NOTARY PUBLIC**  
**TTY. JOSEPHINE S. LALA-ARADEJO**  
 109 PASADENA STREET, PASAY CITY, METRO MANILA, PHILIPPINES  
 NOTARY PUBLIC FOR PASAY CITY  
 UNTIL DECEMBER 31, 2019  
 PTR NO. 1697957 / 1-3-2019 / PASAY CITY  
 IBP NO. 0304177 / 1-3-2019 / PASAY CITY  
 COMMISSION 18-02 / 1-11-2018 / PASAY CITY  
 ROLL NO. 50906  
 NCLE COMPLIANCE NO. V-00021219