

**From:** Paula Makabenta

**Hotel name:** Novotel Manila Araneta Center

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

**Tel:** +632 990 7888

**Mobile:** +63 639988418968

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

**To:** Gilda Salvacion Diaz

**Company name:** Philippine Health Insurance Corporation

**Address:** VCP Building  
Kalayaan Avenue Quezon City Philippines

**Tel:** +63 2 355 7139

**Mobile:** +63 917 700 1975

**Email:** perezj@philhealth.gov.ph

**Date:** September 13, 2019

**Reference:** Novotel Manila Event Contract for Philhealth Conference

Dear Ms. Diaz,

Thank you for selecting Novotel Manila Araneta Center as the venue for your event on **October 28-29, 2019**.

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 **September 20, 2019**

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



Paula Makabenta  
Sales Manager

## A. FOOD AND BEVERAGE / MEETING ARRANGEMENTS

### Summary of Meeting Schedule

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

Date	Timing	Event Type	Location	Set up Format	Number of Persons	Price per Person	Total
October 28, 2019	8:00 AM - 5:00 PM	Package Meeting	Renoir	Classroom	40	1,500	60,000
October 29, 2019	8:00 AM - 5:00 PM	Package Meeting	Renoir	Classroom	40	1,500	60,000

Total with Service Charge and Tax

Sub Total PHP120,000.00

### 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

**Whole Day Meeting** : **Php 1,500.00 net per person per day**  
AM Snacks, Buffet Lunch at Food Exchange Manila, and PM Snacks

### 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

**Set-Up Requirements and Lay-out**

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

**Audio Visual Requirements**

Ideal for all types of functions, Novotel Manila Araneta Center 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.

List of audio visual equipment is available for reference.

**ATTRITION TERMS**

Date	Attrition Terms
September 20, 2019	Signed contract must be received otherwise tentative blocking will be released
	The final number of guests will be considered guaranteed by the organizer and shall be paid regardless of any cancellation made thereafter

**B. BILLING ARRANGEMENTS****Master Account - On Send Bill Arrangement**

Company shall settle the following :

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

***Settlement of Incidental Charges:***

- b. All incidental room and/ or banquet charges incurred during the event
- c. 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 by Philhealth 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



### C. DEPOSIT/PAYMENT SCHEDULE

Payment Amount
Full payment of the total banquet charges amounting to Php120,000 to be settled thru send bill arrangement. LOA/CAF to be given prior 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  
Bank Address : Gateway Mall Cubao, Quezon City  
Swift Code : BOIPHMM

### D. CANCELLATION

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

- Any cancellation means forfeiture of the confirmation deposit
- Cancellations or postponement made after the confirmation of the booking will merit a surcharge equivalent to the rates below

#### **Date of Cancellation**

From Confirmation date to..  
90 days prior to check-in/function date  
60 days prior to check-in/function date  
45 days prior to check-in/function date  
15 days prior to check-in/function date

#### **Cancellation Charge**

50% of the guaranteed revenue  
70% of the guaranteed revenue  
80% of the guaranteed revenue  
100% of the guaranteed revenue

### **Option Date / Event Confirmation**

The arrangement outlined in this Agreement will be held on a first option tentative basis until September 20, 2019. 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:**

Food & Beverage Requirements	Php120,000.00
<b>Estimated total</b>	<b>Php120,000.00 ✓</b>

**I have read and understood the 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 **September 20, 2019**

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

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

**Name:** Gilda Salvacion Diaz

**Date:** September 13, 2019

**Position:** VP, PRO - NCR

**Company:** Philippine Health Insurance Corporation

**Signature:**

Kind Regards,

**Paula Makabenta**

Sales Manager

Novotel Manila Araneta Center

**Signed for and on behalf of the hotel:**

**Maria Garcia / Mike Brown**

Hotel Manager / General Manager

Novotel Manila Araneta Center

# ACCOR Meeting & Events Terms & Conditions

## 1 / PARTIES

This contract is made between Araneta Hotels Inc. trading as Novotel Manila Araneta Center located at Gen Aguinaldo avenue Araneta Center Cubao 0810 Philippines, hereinafter referred to as the "Hotel", represented by Mike Brown, General Manager and the Client Philippine Health Insurance Corporation, located at 5F VCP Building Kalayaan Avenue, Diliman Quezon City, Philippines represented by Ms. Gilda Salvacion Diaz

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 20 September 2019.

3.1 All confirmations for accommodation must be in writing.

## 4/ PAYMENT

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

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

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&Vallet Service	<input type="checkbox"/>	<input type="checkbox"/>
Porterage	<input type="checkbox"/>	<input type="checkbox"/>
Other expenses	<input type="checkbox"/>	<input type="checkbox"/>

All expenses occurred during the event will be settled by cash or credit card arrangement upon group departure. Any additional charges incurred will also be the reasonability of the Client. Bills of exchange and foreign cheques are not accepted as means of payment.

4.1 Final payment to the Hotel for both conference and catering and accommodation may be settled:

- a) By cash fourteen (14) days prior to the event
- b) Credit Card – All major credit cards are accepted. Note a photocopy of the credit card (front and back) is required.

4.2 When using credit cards for security deposits or other payments, a Hotel Credit Card Authorization form must be completed. In the event that a client nominates to settle an account in full by credit card, the Hotel reserves the right to execute pre-authorization on the nominated credit card for the value of the Estimated Function Charge forty-eight (48) hours prior to commencement of the event.

4.3 Advantage Plus privileges do not apply to the conference, catering and accommodation bookings.

4.4 Frequent Flyer points are not awarded for conference, banquet and accommodation bookings.

## 5/ FUNCTION DETAILS AND INSTRUCTIONS

5.1 All function details and instructions are not confirmed until such time as the Hotel receives them in writing.

5.2 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 proposal or contract.

5.3 The Hotel must receive in writing at least two (2) weeks before the function, particulars of the event including, but not limited to: venue requirements, beverages, menus, entertainment, technical requirements, room set ups, starting and finishing times, set up and break down times.



- 5.4 The Guaranteed Number of Guests attending a function is required by 10.00am three (3) clear Business Days prior to the event for catering and billing purposes. Should a Guaranteed Number of Guests not be received, the attendance indicated on the Banquet Event Order will be taken as final.
- 5.5 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 catering requirements.
- 5.6 If the number of guests attending the function differs by more than 15% from the number of persons notified to the Hotel pursuant to paragraph 7.3, the Hotel may review the price charged for catering and may relocate your event to an alternative function room within the Hotel.
- 5.7 You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the building unless prior permission is granted by the Hotel. The Hotel can provide a Do's and Don'ts listing for display stands, exhibition materials, set up/break down, etc.
- 5.8 The Hotel reserves the right to book additional functions in adjoining rooms with notification to existing clients. All foyer areas are open planned and no client has sole use of the pre-function areas.
- 5.9 Entertainment can be arranged by the Hotel for your function, however the Hotel cannot be held responsible for the performance of the subcontractor.
- 5.10 All Audio Visual requirements are available for hire through Hotel's onsite provider
- 5.11 No signage or promotional pieces may be erected without written prior approval by the hotel management

#### **6/ PACK UP AND BREAK DOWN**

A period of 2 hours before and 1 hour after the agreed event time is allocated for the purpose of setting up and breaking down of any event. If more than the given time is required, then room hire will be applicable on an hourly, half day or full day basis.

#### **7/ CANCELLATION**

##### **For individuals**

Up to 15 days before the event, the penalty fees shall be equal to the deposit amount paid (1 night or 1 day delegate rate). Between 14 days and the event date, the penalty fees shall be equal to 100% of the individual total amount booked. In case of no shows: deposits are not refunded.

#### **8/ 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.

#### **9/ 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.

#### **10/ 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.

#### **11/ 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.

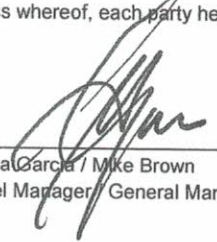
In no case shall the Hotel's liability exceed the global amount actually paid to the Hotel by the Client.

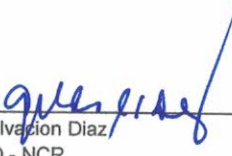
**12/ APPLICABLE LAW**

This agreement is governed by and is to be constructed in accordance with the laws of the 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.

  
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Maria Garcia / Mike Brown  
Hotel Manager/ General Manager

  
\_\_\_\_\_  
Gilda Salvacion Diaz  
VP, PRO - NCR

September 13, 2019

September 13, 2019

