

TERMS AND CONDITIONS

ROOM ACCOMMODATION (FOR LIVE-IN SEMINAR)

1. The HOTEL shall provide room requirement based on the guaranteed minimum stipulated on this contract.
2. In the event that total numbers of participants exceed the guaranteed minimum, the hotel shall spill-over the excess participants to available hotels nearest to the HOTEL. Only room accommodation charges shall be shouldered and paid for by the HOTEL.
3. Standard Check in time of the HOTEL is 2:00PM. In cases of early arrival, participants will be accommodated depending on the availability of rooms.
4. Telephone and other incidental charges i.e laundry, ala carte menu orders, telephone, sundry etc are on personal account of the participants unless prior arrangements had been made by the CLIENT.
5. Lost/Misplaced /Damaged keys shall be charged at the rate of P 500.00 /key and will be added to the CLIENT'S total billing upon commencement of the event. This shall cover for door lock replacement.
6. All damaged/lost/misplaced equipments, linens, towels, remote control and other properties of the hotel inside the room shall be charged to the CLIENT and will be added to the total bill upon check-out.

BANQUET

1. The HOTEL shall provide all arrangements based on the guaranteed minimum stipulated in each organized meal with a 10% allowance for a possible increase in attendance. Each person counted with this allowance shall be charged the same quoted rate.
2. CLIENTS' are prohibited from bringing into the hotel premises any food and beverage items. Likewise, the bringing of food and beverage out of the hotel premises is not allowed. In cases that Client insists to bring additional food and beverage items, hotel shall charge the appropriate corkage fees and shall not be held liable for any untoward incident that may arise from the circumstances related to food and beverage.
3. In case attendance goes beyond the 10% allowance based on the minimum guaranteed covers, the hotel shall not be responsible or liable for the delay in food replenishment and/or service.
4. Minimal reduction of covers shall be allowed not later than 72 hours prior to the function date, provided it should not exceed 5% of the minimum guaranteed covers.

FUNCTION ACTIVITIES AND MATERIALS

1. The HOTEL will not accept any request for storage for props and equipment brought in by the CLIENT. Appropriate security pass should be obtained prior to function date.
2. The CLIENT shall be solely liable for its guests' personal belongings such as gifts, prizes, exhibits, props, displays and other material. Hotel has NO liability whatsoever for any losses during the event.
3. The CLIENT shall be liable to the HOTEL for any loss, damage or injury caused by the act, negligence or omission of the client, his/her representative, contractor, agent, guests/visitors or any acting in his/her behalf while in the performance of any activity in connection with the contracted function. Where the engager undertakes or contracts for a special set-up of the function, her must ensure that the premises assigned to the function are protected from damages. Ensure that the people working/rehearsing for a performance shall abide by hotel policy.
4. Maximum use of function room is only for 8 hours; extension on the use of the function room beyond the allowable time will have an additional charge of P2,000.00 /succeeding hour.

CANCELLATION

No cancellation of this agreement shall take effect except upon written notice of cancellation to be forwarded to the hotel's Sales & Marketing Office or Food and Beverage Office in accordance with the terms and conditions set forth herein:

- if cancellation is made no less than thirty (31) days before the function date, seventy-five (75%) of the deposit shall be forfeited in favor of the hotel; and
- if cancellation is made within (30) to eight (8) days before the function date, one hundred (100%) of the deposit shall be forfeited.

The hotel shall entertain NO cancellation within a period of seven (7) days before the function date. Should the CLIENT insist on the cancellation of herein function, the CLIENT shall be obligated to pay the hotel one hundred (100%) percent of the Total Contract Package.

BILLING: All charges must be paid in full upon the commencement of the event. In cases of forward billing, a minimum of 30 days shall be given to the CLIENT to make the necessary payments. Hotel shall base the Statement of Account on the actual incurred charges made during the event. Payments may be made through Cash, Credit Card, Manager's or Company Check. Personal check shall not be honored as payment. In the event that the CLIENT fails to settle within 30 days, a 2% interest based on the Statement of Account shall be imposed by the Hotel per month of failure to settle. In case of non-settlement of overdue accounts, the Court of Makati City shall have exclusive jurisdiction and the CLIENT hereby agrees to pay interest at the rate stipulated above and attorney's fee equivalent to 25% of the amount due plus cost of suit.

MISCELLANEOUS: Circumstances and operations not covered in these terms and conditions will be subject to interpretation, stipulations and decisions deemed necessary and appropriate by the HOTEL. Any court case/s that may arise from the enforcement and interpretation of this contract shall be exclusively filed in the Courts of Makati City.

LIMIT OF LIABILITY. The HOTEL shall not be liable for any claim or damage herein beyond 20% of the TCP. The HOTEL shall not be liable for its failure to comply with any of the provisions of this contract in cases of labor disputes, natural disaster, fortuitous events and such other cause/s unforeseeable or beyond the control of the hotel management and its personnel. In turn, the HOTEL shall not charge the CLIENT cancellation charges in cases of force majeure.

I HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND CONDITIONS AND HEREBY AGREE TO COMPLY WITH THE SAME.

SUBSCRIBED AND SWORN TO FOR: **11 FEB 2020**

Signature: _____
Name: _____
Designation: _____
Date: _____

ATTY. RUBEN M. OZANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
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