

Revised as of 18 January 2016

**Hon. Herminio B. Coloma, Jr.**  
 Secretary  
**Presidential Communications Operations Office**  
 Malacanang  
 2<sup>nd</sup> Floor Annex, New Executive Bldg  
 Manila  
 Philippines

Dear Mr. Coloma:

**RE: PCOO ASEAN Information Ministers Meeting / 13 to 18 March 2016 / 33 Rooms**

We are delighted that **Presidential Communications Operations Office** has chosen the **Shangri-La's Mactan Resort & Spa** as the venue for the **PCOO ASEAN Information Ministers Meeting**.


We would be pleased to offer the following services and facilities for the Event on the terms and conditions set out in this Agreement:

**1. GUEST ROOM BLOCK**

The Organizer shall reserve and the Hotel shall make available for the Organizer a block of Guest Rooms ("Room Block") for the purposes of the Event as outlined below:

Room Category	March 2016					
	13 (Sunday)	14 (Monday)	15 (Tuesday)	16 (Wednesday)	17 (Thursday)	18 (Friday)
Deluxe	4	4	4	4	4	Check-out
Deluxe Seaview	1	15	15	15	15	
Panorama Suite	-	0	0	14	14	
<b>Total Guestroom Block</b>	<b>5</b>	<b>19</b>	<b>19</b>	<b>33</b>	<b>33</b>	<b>Check-out</b>

The Hotel shall not be obliged to hold the availability of any Guest Rooms under the Room Block which are not guaranteed pursuant to Clause 9 (Reservation Procedure) of this Agreement.



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## 2. DAILY ROOM RATES FOR GUEST ROOMS ("DAILY ROOM RATE")

Room Category	Daily Room Rate	
	Single or Double Occupancy	Triple Occupancy
Deluxe	PhP7,500.00++ (PhP9,206.25 nett)	PhP9,000.00++ (PhP11,047.50 nett)
Deluxe Seaview	PhP8,500.00++ (PhP10,433.75 nett)	PhP10,000.00++ (PhP12,275.00 nett)
Panorama Suite	PhP25,000.00++ (PhP30,687.50 nett)	PhP26,500.00++ (PhP32,528.75 nett)

*\* Bed type preference can be noted as a request and is subject to space availability*

The Daily Room Rates quoted above are:

- Subject to ten percent (10%) service charge, twelve (12%) VAT and (0.75%) local government tax
- Based on a minimum daily room requirement of 10 rooms. In the event that your guestrooms fall to 9 rooms, the best available rate shall apply.
- **Inclusive of breakfast buffet at the venue designated by the hotel.**

### ENTITLEMENTS

- ***Complimentary broadband internet access***
- Complimentary coffee and tea making facilities in each guestroom with sachets provided and replenished daily
- Two (2) complimentary bottles of mineral water in all guestrooms, replenished daily
- Complimentary use of the Health Club facilities such as the fitness gym, steam, sauna and Jacuzzi
- Complimentary local calls within Metro Cebu
- Iron and ironing board in the room
- Complimentary parking

#### **Ocean Wing Rooms Additional Entitlements**

- Complimentary roundtrip airport shuttle transfers
- Welcome drink upon arrival
- 20% savings on pressing and laundry services
- Express check-out
- In-room DVD player
- Premium toiletries

## 3. SHANGRI-LA'S BONUS MILES FOR MEETINGS

Shangri-La's Bonus Miles rewards for Meetings, event organiser can earn up to 20,000 airline bonus miles with any one of the 26 participating airlines when booking a meeting group at any Shangri-La hotel, resort or Traders hotel now until further notice.

Earn one hundred miles for every room booked by simply booking a minimum of 10 guestrooms with meeting facilities for one night, maximum of 200 guestrooms or 20,000 miles.

  
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#### **4. CHECK-IN / CHECK-OUT TIMES**

Check-in time is 2:00 PM on the day of arrival

Check-out time is 12:00 NN on the day of departure

- Delegates who wish to occupy their Guest Room before 2:00 PM must reserve the Guest Room for a night prior to the arrival date.
- Delegates who check out after the official Check-out time of 12:00 NN shall be charged for additional night under the Daily Room Rate.

Note: Request for early check-in and late check-out is subject to availability of the guest rooms.

#### **5. BROADBAND FACILITIES**

Complimentary wireless broadband access is available at the Front Desk Reception area, all guestrooms & function rooms and selected food & beverage outlets.

#### **6. HOTEL INFORMATION**

We would like to take this opportunity to inform you that the Hotel is ISO 14001 certified. ISO 14001 is minimum core requirement in management activities to indicate commitment to the environment. The certification indicates that the Hotel conforms to internationally set aspect of its operations alongside the implementation of the Shangri-La Food Safety Management System (SFSMS).

#### **EMBRACE: CARE FOR PEOPLE\***

Under its EMBRACE Project, Shangri-La's Mactan Resort and Spa has adopted the community of Tingo as its beneficiary. Tingo is a community of almost 1,000 families situated on the island of Olango, across the resort itself, often playing host to guests who enjoy water sports or island-hopping. It is home to the Tingo Elementary School, one of the under-performing schools in the region.

The resort's projects are focused mainly on school facilities upgrades and student welfare such as classroom refurbishment, electrical wiring installation, construction of a school canteen and an e-learning center. To complement the physical structures, resort employees regularly volunteer in various activities ranging from storytelling sessions, tutorials, medical and dental missions, community hygiene and pest control training, feeding programs and a children's cooking camp. With its continuing involvement in Tingo, the resort hopes to maintain an environment that is healthy and conducive to learning, allowing children to realize their potential, nurture their skills and secure sustainable careers in the future.

If you would like to learn more about the program and possibly contribute to the community of Tingo, please ask the Events Manager handling your group and she will facilitate introduction to our colleagues in Corporate Social Responsibility (CSR) or log onto <http://www.shangri-la.com/cebu/mactanresort/about/corporate-social-responsibility/>

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*\*Embrace, Shangri-La's Care for People Project, was launched in September 2009. The project committed each hotel to a 10 to 15-year partnership with a chosen beneficiary working on children's health or education programmes. Whether it is a school, health center or orphanage, the entity must require resources that the hotel can very ably deliver on. These include infrastructure support, fundraising, life skills training and even hotel apprenticeships.*

## 7. SAFETY AND SECURITY

To ensure the safety of our guests within the Hotel, we have a strong security personnel assigned in key posts on a 24-hour basis. The same patrols the perimeter of the property at all times. The Hotel has also invested in the latest in close circuit camera technology to enhance and back-up the surveillance capability our highly trained security force.

The Philippine Coastguard patrols the channels and seaways leading to Cebu and Mactan islands. This includes the body of water immediately fronting the Hotel. In addition, the Hotel has employed K-9 Security Staff with three highly-trained dogs on shifts.

It is important to note that the Hotel is no more than 15 minutes away from the international airport on Mactan Island. Lastly, the Hotel maintains a hotline number to the Philippine Airforce Base located in the island and to the local authorities in cases of emergency.

## 8. TRANSPORTATION

The Hotel is fifteen (15) minutes away from the airport. We are pleased to extend a special rate via our scheduled shuttle transfers (non-exclusive) from and to the airport at **PhP400.00 nett** per person (roundtrip) at a maximum of ten (10) persons per flight arrival due to space limitations.

The hourly shuttle bus transfer departs from the airport to the resort every half hour from 5:00 AM to 2:00 AM. The shuttle from the resort to the airport leaves every half hour from 3:30 AM to 10:30 PM.

Should you require individual car transfers for your guests, we can arrange exclusive transfers for your delegates through the following:

Type of Vehicle	Capacity	Rates (One way)
Car (Toyota Vios / Altis)	Maximum of 3 persons	PhP831.00 nett
Car (Toyota Innova)	Maximum of 4 persons	PhP882.00 nett
Car (Toyota Camry)	Maximum of 3 persons	PhP1,260.00 nett
Van (Hyundai Starex)	Maximum of 8 persons	PhP1,357.00 nett
Van (Toyota Grandia)	Maximum of 10 persons	PhP1,357.00 nett
Car (Mercedes Benz E-Class)	Maximum of 3 persons	PhP2,520.00 nett
Coaster	Maximum of 25 persons	PhP3,150.00 nett
Bus	Maximum of 45 persons	PhP4,000.00 nett

Above transportation rates are current and subject to change without prior notice.

  
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**9. RESERVATION PROCEDURES**

The Organizer shall provide the Hotel with an **Initial Room List** by **29 January 2016**. The Room List shall include full names of all delegates, country of residence, passport numbers, arrival/departure dates, flight details, Guest Room category and whether the Guest Room is for single or double occupancy. A **Final Room List** is due on or before **29 February 2016**. Any additional Guest Room reservations required by the Organizer after the date of submission of the Final Room List will be subject to Guest Room availability.

All Guest Rooms reserved under the Room Block/Final Room List shall be guaranteed by the Organizer by payment of deposit by cash, bank draft or Hotel accepted credit card(s) (for credit card guarantee, Hotel requires information including full name of cardholder as appears on credit card, card number and expiry date). The deposit payable shall be equivalent to the payment schedule upon event confirmation under Clause 15 (Deposit / Payment Procedure) below. Guaranteed reservations will be held until 12:00 NN on the 2nd day of the Room Block period and thereafter released for re-sale by the Hotel.

Cancellation of any Guest Rooms or failure of delegates to Check-in to the Hotel for any of the dates of the Room Block shall, subject to Clause 18 (Reduction of room block and/or event function facilities / services) below, be charged the Daily Room Rate for each of the unused Guest Rooms during the Room Block period(s).

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## 10. FUNCTION SPACE ALLOCATED FOR EVENT:

The Organizer shall reserve and the Hotel shall make available the following Function Space for the purposes of the Event.

Date (2016)	Start Time	End Time	Function	Room	Setup	Agreed No. of Persons	Guaranteed Rate
14 March (Monday)	7:00 PM	11:00 PM	Dinner	Jasmin	Hollow Rectangle	30	Guaranteed Dinner for 30 Persons
15 March (Tuesday)	24 Hours		Secretariat	Bougainville	Boardroom	-	Complimentary
	24 Hours		Prayer Room	Camia	Existing Set-up	-	Complimentary
	8:00 AM	6:00 PM	Meeting Package	Rosal Ballroom 1, 2 & 3	Hollow Rectangle & Theatre	100	Guaranteed Whole Day Meeting Package for 100 Persons
	12:00 NN	2:00PM	Lunch Venue	Mactan Ballroom 4	Round Table	100	
	6:00 PM	11:00 PM	Dinner	Mactan Ballroom 4	Round Table	120	Guaranteed Dinner for 120 Persons
16 March (Wednesday)	24 Hours		Secretariat	Bougainville	Boardroom	-	Complimentary
	24 Hours		Prayer Room	Camia	Existing Set-up	-	Complimentary
	8:00 AM	6:00 PM	Meeting Package	Rosal Ballroom 1, 2 & 3	Hollow Rectangle & Theatre	100	Guaranteed Whole Day Meeting Package for 100 Persons
	12:00 NN	2:00PM	Lunch Venue	Mactan Ballroom 4	Round Table	100	
	7:00 AM	5:00 PM	Secretariat	Bougainville	Boardroom	-	Complimentary
17 March (Thursday)	7:00 AM	11:00 PM	Prayer Room	Camia	Existing Set-up	-	Complimentary
	8:00 AM	9:30 AM	Breakfast Retreat	Acqua	Boardroom	12	Complimentary
	9:30 AM	10:30 AM	Opening Ceremony	Mactan Ballroom 1 & 2	Theatre	120	Purely Room Rental Rate of PhP7,500.00 nett
	8:00 AM	6:00 PM	Meeting Package	Mactan Ballroom 3	Hollow Rectangle & Theatre	120	Guaranteed Whole Day Meeting Package for 120 Persons
	12:00 NN	2:00PM	Lunch Venue	Mactan Ballroom 4	Round Table	120	
	7:00 PM	11:00 PM	Dinner	Beachfront	Round Table	150	Guaranteed Dinner for 150 Persons

**NOTE: No outside Food and Beverage will be allowed inside the function rooms during the duration of your event.**

The Hotel shall not be obliged to hold availability of the Function Space which is not guaranteed by deposit payment under Clause 15 (Deposit / Payment Procedure) of this Agreement.

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Function rooms are assigned according to the expected attendance and set up. The Hotel reserves the option to assign alternative meeting space suitable for the Group's requirements should the expected attendance change, subject to availability and prior agreement from the Organizer.

### **OUTDOOR ENTERTAINMENT**

Any entertainment for outdoor events, including but not limited to full live bands, acoustic bands, string quartets, serenaders, chorales, cultural performances, and dance presentations, shall be allowed until **9:30 PM** only. On the other hand, fireworks display is allowed until **9:00 PM** only.

### **11. MEETING PACKAGES**

The Hotel is pleased to offer the Organizer a special meeting package.

The meeting package includes the following:

- Use of function room from 8:00 AM – 5:00 PM
- 2 coffee/tea breaks + 1 lunch at venue designated by the Hotel
- Use of 2 LCD Projectors with screens
- Whiteboard and flipchart with markers, pads, pencils & mint candies
- Use of basic public address system with three (3) corded microphones

Meal Rates	Set	Buffet
Minimum Attendance	10 Persons	30 Persons
Whole Day Meeting Package	PhP3,300.00	PhP3,300.00
Half Day Meeting Package	PhP2,800.00	PhP2,800.00

These rates are inclusive of ten percent (10%) service charge and prevailing government taxes. Should the actual number of persons exceed the maximum guaranteed attendance, menu price per succeeding person will be subject to ten percent (10%) increase. If overnight set-up of the meeting room is required, a charge will be levied.

### **INDIVIDUAL MEAL RATES**

Dinner Buffet starts at **PhP2,000.00 nett** per person  
Set Dinner starts at **PhP2,250.00 nett** per person  
Outdoor Barbecue Dinner starts at **PhP3,000.00 nett** per person  
Themed dinner starts at **PhP3,500.00 nett** per person  
Iced Tea or Soda at **PhP180.00 nett** per order

\* Minimum of 50 persons for buffet menus.

These rates are inclusive of ten percent (10%) service charge and prevailing government taxes.

  
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## **THEME DINNER PACKAGES**

### **Playa del Fuego**

*Set your party ablaze with a fire-themed dinner at the Beach. This sizzling party showcases the fiery rhythms of the island in an open space of cool sea breeze and white sands. Flame dancers fire up the mood with electrifying beats from drumbeaters. Cap off the night with a dazzling display of fireworks.*

### **Barbecue Beach Party**

*A fun and casual evening at the white sand beach where guests spend their time dancing or simply listening to guitar serenaders while dining under the stars at the edge of the sea. The private white sand beach is decorated with torches, bamboo poles, luminaries, low tables, native mats, and throw pillows*

### **Barrio Fiesta**

*Mabuhay! This native party promises a cultural feast with pastoral-inspired entertainment. It features a town or barrio celebration recaptured with lively music and dance, costumes and an array of native food served in traditional Filipino style.*

### **Glamping**

*It's camping made accessible - a little refuge in nature, without foregoing the little luxuries. Experience your surroundings without having to rough it up for dinner. If you see a bit more adventure, we suggest a military-inspired boodle fight, in style.*

### **Rates (adjust based on group size)**

Minimum of 50 persons	:	PHP 4,600.00 net per person
Minimum of 100 persons	:	PHP 3,950.00 net per person
Minimum of 150 persons	:	PHP 3,700.00 net per person
Minimum of 200 persons	:	PHP 3,600.00 net per person
Minimum of 300 persons	:	PHP 3,500.00 net per person

### **Package Inclusions:**

All theme dinner packages are inclusive of the following:

- Use of the venue from 7:00 PM to 9:30 PM
- Buffet dinner
- Welcome drink
- Decorations
- Live entertainment
- Souvenir

Theme dinner rates are inclusive of ten percent (10%) service charge, twelve percent (12%) VAT and the prevailing government tax, currently at 2.5%, (non-commissionable). Government tax is subject to change without prior notice.

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### **OPEN BAR RATES**

#### **Bar I**

Premium Brands, Standard Brands, House Wine, Sparkling Wine, Beer, Softdrinks and Fruit Juices

First Hour	PhP900.00 nett per person
Each Succeeding Hour	PhP700.00 nett per person

#### **Bar II**

Standard Brands, House Wine, Beer, Softdrinks and Fruit Juices

First Hour	PhP800.00 nett per person
Each Succeeding Hour	PhP600.00 nett per person

#### **Bar III**

Beer, House Wine, Softdrinks and Fruit Juices

First Hour	PhP700.00 nett per person
Each Succeeding Hour	PhP550.00 nett per person

#### **Bar IV**

Softdrinks and Fruit Juices

First Hour	PhP580.00 nett per person
Each Succeeding Hour	PhP450.00 nett per person

Open bar rates are inclusive of ten percent (10%) service charge, twelve percent (12%) VAT and the prevailing government tax, currently at 0.6%, (non-commissionable). Government tax is subject to change without prior notice.

### **EXTENSION OF USE OF FUNCTION ROOM**

An hourly surcharge shall be applied should the event extend more than the contracted time of use of the function room. Any extension of usage of function room shall also be subject to availability should there be any functions right after your event. Please see below hourly rates per function room. These rates are inclusive of 12% VAT and 0.75 % local tax.

Venue	Hourly Rate	Venue	Hourly Rate
Marquee	PhP32,000.00 nett	Ocean Pavilion	PhP7,500.00 nett
Mactan Ballroom	PhP26,500.00 nett	Rosal Ballroom	PhP10,000.00 nett
Mactan Ballroom 1	PhP3,750.00 nett	Rosal Ballroom 1	PhP3,500.00 nett
Mactan Ballroom 2	PhP3,750.00 nett	Rosal Ballroom 2	PhP3,500.00 nett
Mactan Ballroom 3	PhP9,500.00 nett	Rosal Ballroom 3	PhP3,500.00 nett
Mactan Ballroom 4	PhP9,500.00 nett	Olango	PhP2,000.00 nett
Jasmine	PhP2,500.00 nett	Camotes	PhP2,000.00 nett
Camia	PhP1,500.00 nett	Bougainvillae	PhP1,000.00 nett

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## OTHER DINNER OPTIONS

### Buko Bar

The Hotel offers a Filipino Buffet Dinner with Cultural Show every Monday & Friday and Barbecue Night every Saturday, at the Buko Bar (al fresco dining) at a rate of **PhP2,100.00 nett** per person.

### Cowrie Cove Bar & Restaurant

Directly overlooking the sea, the Cowrie Cove is an institution in Cebu – serving only the freshest seafood and other international menu. A set dinner will range from **PhP2,500.00 nett** per person onwards. Guests have a choice of dining under the stars or inside an air-conditioned pavilion.

### The Tea of Spring Chinese Restaurant

We can also make arrangements for a small group of ten (10) persons to have dinner in a private room of the Tea of Spring at **PhP1,500.00 nett** per person onwards. Contemporary in design, it offers Cantonese and other Mainland China dishes with ample choices for Vegetarian and traditional Chinese dishes.

### Acqua Italian Restaurant

We will be able to reserve a table at either the al fresco or the indoor areas of the restaurant. Dinner rate at the Acqua will range from **PhP1,650.00 nett** per person onwards.

Above meal rates in the Food and Beverage outlets are current and subject to change without prior notice.

## CHI, THE SPA TREATMENTS

The Hotel has **CHI, The Spa** which is now the Philippines' biggest spa, located in a 10,000-square meter exclusively laid-out garden. CHI embraces a holistic approach to physical and spiritual well-being. Inspired by traditional Asian healing philosophies, CHI's treatments are based upon the principles of restoring balance and harmony to mind and body.

### Spa Spouse Rates

Spouses of a registered group participant may avail of a **25 % discount** off full published rates (**not valid for promotions & In Room/Outdoor treatment**). Must be prearranged with Organizer.

They can also avail the same special rates that the group participants can avail.

### Group Spa Treatments

- **CHI Starter** = Php 2,300 nett per person (minimum of 10 guests)  
45 minutes Back, Neck & Shoulder Massage
- **CHI Nurture** = Php 3,000 nett per person (minimum of 10 guests)  
60 minutes Full Body Massage
- **CHI Escape** = Php 3,400 nett per person (minimum 10 guests)  
90 minutes Full Body Massage

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## **Corporate Yoga Team Building Session**

- Teambuilding Fee with facilitator (90mins) Php 300.00 nett per person. Maximum of 30pax.

### **Conditions:**

- Advance reservation is required.
- 100% Cancellation fee applied to No Shows and appointments cancelled within 12 hours notice.
- In event of late arrivals, treatment may need to be shortened should there be another booking immediately afterwards.

## **OTHER SUGGESTED ACTIVITIES:**

### **Tour Options:**

- |                                    |                             |
|------------------------------------|-----------------------------|
| ▪ Cebu City Tour :                 | Php2,500.00 nett per person |
| ▪ Twin Island Heritage Tour:       | Php3,500.00 nett per person |
| ▪ Bohol Island Express with Lunch: | Php8,500.00 nett per person |

### **Other Options:**

#### **Option 1 Hilutungan Marine Sanctuary Tour**

Our service provider, Scotty's Dive Shop, will bring you to Hilutungan Island, a protected area in the municipality of Cordova. It is Mactan's richest and most diverse underwater habitat. Hilutungan provides an undisturbed habitat in which various marine species can feed and reproduce. A wide variety of hard and soft corals, reef fish and invertebrates are easily visible in 2 – 3 meters of water

#### **Option 2 Scuba Diving – Hilutungan Marine Sanctuary / Nalusuan Island**

Discovery Diving (Non-licensed Divers) – Rate to be advised  
Boat Fun Diving (Licensed Divers) – Rate to be advised

Above rates are subject to change without prior notice.

## **12. FOOD & BEVERAGE GUARANTEES**

The Organizer shall guarantee attendance of each Function for the Food & Beverage Event no later than seventy-two (72) hours prior to the 1<sup>st</sup> day of the Event.

- Hotel agrees to set five (5%) percent over the guaranteed attendance for banquets and to indicate on each food and beverage invoice the number of delegates actually served as well as the number guaranteed by the Organizer.
- Once the Organizer has guaranteed the delegates attending, the number shall not be subject to reduction.
- The Hotel shall be entitled to charge total function Food & Beverage charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.

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**13. SERVICE CHARGE & GOVERNMENT TAX**

All rates, unless otherwise quoted, are subject to ten percent (10%) service charge and prevailing taxes.

**14. CONFIDENTIALITY**

The Organizer, its directors, officers, employees and all delegates shall not disclose or permit to be disclosed the provisions of this Agreement or the substance thereof, information relating to the Daily Room Rate or any other information relating to the Hotel which is confidential. The Organizer shall be responsible for any disclosure by any of the foregoing persons.

**15. DEPOSIT / PAYMENT PROCEDURE**

Upon signing this agreement or by **29 January 2016**, the Organizer shall deposit with the Hotel **fifty percent (50%) of total expected Guest Room, Food & Beverage Event and Function Room Rental charges inclusive of taxes and service charges** in the form of a bank draft or via telegraphic transfer to the following bank account.

Arrangement can be made with **BANCO DE ORO** with address at F. Gonzales Branch, F. Gonzales St. cor. Magallanes St., Cebu City, Cebu, Philippines with US\$ Dollar Account No. **10-268-0025-667**. For Peso payment, please arrange to **BANCO DE ORO** with address at F. Gonzales Branch, F. Gonzales St. cor. Magallanes St., Cebu City, Cebu, Philippines with Philippine Peso Account No. **00-268-0030-008**. Swift Code: **BNORPHMM**.

The Organizer shall make the following payment to the Hotel according to the schedule set below:

Payment Schedule	Event Group Function
<b>29 January 2016</b>	Fifty percent (50%) of total expected Guest Room, Food & Beverage Event and Function Room Rental charges inclusive of taxes and service charges.
<b>25 February 2015</b>	A further twenty-five percent (25%) of total expected Guest Room, Food & Beverage Event and Function Room Rental charges inclusive of taxes and service charges.
<b>07 March 2016</b>	A further twenty-five percent (25%) of total expected Guest Room, Food & Beverage Event and Function Room Rental charges inclusive of taxes and service charges.
<b>18 March 2016</b>	Balance of the total incurred Guest Room, Food and Beverage, Function Room Rental, Audio Visual and all other event related expenses inclusive of taxes and service charges shall be settled by cash or acceptable credit cards. Cheque payments are not accepted.

  
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All Event charges are payable upon receipt of statement from the Hotel unless a Credit Account with sufficient credit limit is pre-approved by and set up with the Hotel.

**16. MASTER ACCOUNT**

A Master Account will be established by the Hotel for the Organizer for the billing purposes for this event. At least ten (10) business working days prior to the start of the Event, the Organizer shall notify the Hotel in writing of:

- a) The list of charges that are to be billed to the Master Account
- b) Authorized signatory/signatories to sign and approve Event Function and other charges that are to be billed to the Master Account.

**17. INDIVIDUAL GUEST'S ACCOUNT**

Unless otherwise advised, all Guest Rooms and incidental charges will be billed to the account of each delegate, to be established in their individual names upon registration with the Hotel which shall be settled in full by the delegates upon check-out or departure.

**18. REDUCTION OF ROOM BLOCK AND/OR EVENT FUNCTION FACILITIES / SERVICES**

In the event Organizer reduces or fails to use the contracted Room Block and Function Space, but does not cancel the entire Event, the Organizer agrees to pay the Hotel a Cancellation Fee according to the schedule set below:

Reduction Schedule	Event Group Function
Upon signing of the contract	<p>The Organizer shall be required to pay full rate of the daily room rate for all Guest Rooms held under the Room Block.</p> <p>The Organizer shall be required to pay full rate of all expected Food &amp; Beverage Event Charges, without any reduction or discount.</p>

All payments set out at Clause 18 above shall be inclusive of taxes and service charges.

  
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**19. CANCELLATION OF THE EVENT**

The Hotel has kept available for the Organizer the Guest Rooms and Function Space required for the purposes of the Event. The Organizer acknowledges that the cancellation of the Event will cause the Hotel to suffer significant financial loss. Therefore, the Organizer agrees to abide by the following Cancellation Policy:

Event Cancellation	
<b>(A) Prior to 10 February 2016</b>	<p>If in the event the Organizer issues a Cancellation Notice and which is received by the Hotel, the Organizer agrees to pay the Hotel a cancellation fee of eighty percent (80%) of the Daily Room Rate of all Guest Rooms held under the Room Block.</p> <p>The Organizer agrees to pay the Hotel a cancellation fee of eighty percent (80%) of the total expected Food &amp; Beverage Event and Function Room Charges.</p>
<b>(B) On or After 10 February 2016</b>	<p>If in the event the Organizer issues a Cancellation Notice and which is received by the Hotel, the Organizer agrees to pay the Hotel a cancellation fee of one hundred percent (100%) of the Daily Room Rate of all Guest Rooms held under the Room Block.</p> <p>The Organizer agrees to pay the Hotel a cancellation fee of one hundred percent (100%) of the total expected Food &amp; Beverage Event and Function Room Charges.</p>

All payments set out at Clause 19 A – B above shall be inclusive of taxes and service charges.

**20. EVENT PERFORMANCE SURVEY**

At the end of the Event, the President & Chief Executive Officer of Shangri-La International Hotel Management Limited will send you an email invitation to participate in our Event Performance Survey.

If you prefer not to receive our email invitation, please send your request by e-mail to Shangri-La International Hotel Management Limited at: [qa@shangri-la.com](mailto:qa@shangri-la.com) or by mail to: Quality Assurance, Shangri-La Hotels and Resorts, 20/F Tower 1, Enterprise Square Five, 38 Wang Chiu Road, Kowloon Bay, Hong Kong.

  
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**21. AMENDMENTS**

Any modification, alteration, change, revision or amendment to this Agreement shall only be effective if it has been agreed to and signed by both parties in writing.

**22. HEADINGS**

All headings contained in this Agreement are for reference only and shall be ignored in construing this Agreement.

**23. NO WAIVER**

The failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not be construed as a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition.

The resort will continue to operate as usual and every effort will be made to ensure an enjoyable stay for our guests.

  
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**24. NON-ASSIGNMENT**

The Organizer shall not assign or transfer any part of this Agreement to any party.

The offer set out in this Agreement will be open for acceptance by the Organizer on **20 January 2016** after which the offer shall be withdrawn and the Hotel shall be entitled to cancel all arrangements made by the Hotel to date for the Event (if any) without further notice to the Organizer.

Please indicate your acceptance by initialing all pages including the enclosed General Terms and Conditions, and signing on the execution page of both original sets of this Agreement and return one set to the Hotel. The duly executed Agreement must be received by the Hotel on or before **20 January 2016** failing which the offer shall lapse.

**AUTHORIZED SIGNATORY**

**ON BEHALF OF THE HOTEL**

**SHANGRI-LA'S MACTAN RESORT & SPA**



**Milany N. Jalandon**  
Business Development Manager  
Shangri-La Hotels & Resorts  
National Sales Office- Philippines

**AUTHORIZED SIGNATORY**

**ON BEHALF OF THE ORGANIZER**

**PRESIDENTIAL COMMUNICATIONS  
OPERATIONS OFFICE**



**Herminio B. Coloma, Jr.**  
Secretary  
Presidential Communications Operations Office  
Date:

Noted by:



**Lorrie C. Gamalinda**  
Director of Sales  
Shangri-La Hotels & Resorts  
National Sales Office- Philippines

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## **General Terms and Conditions**

### ***1. Advertising***

The Organizer shall not use the name, trademark, logo or other intellectual property proprietary to **Shangri-La's Mactan Resort and Spa** ("Hotel"), Shangri-La Asia Limited or any of their subsidiaries, affiliates or associated companies in any manner whatsoever without the prior written approval of the Hotel.

### ***2. Force Majeure***

The performance of this Agreement by either party is subject to acts of God, war, government regulations, damage or destruction of the Hotel, outbreaks of disease or epidemics in the country where Hotel is located, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the reasonable control of the parties, making it illegal, or impossible to perform to the terms and conditions contained in this Agreement. For any of the above reasons, this Agreement may, without liability on the parties, be terminated by written notice from one party to the other or be revised at the absolutely discretion of the Hotel by written notice to the Organizer.

### ***3. Indemnity***

The Organizer shall waive against and indemnify, defend and hold the Hotel, Shangri-La Asia Limited and all of their affiliates, subsidiaries and associated companies, and their respective directors, officers, shareholders, employees ("Indemnified Parties") harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the Event (including any injury or damage to any persons or property on or about the Hotel), or any default of or breach by the Organizer under this Agreement.

### ***4. Government Law and Disputes***

This Agreement shall be governed by, and shall be construed, interpreted and applied in accordance with the laws of the **Republic of the Philippines**. Any dispute, controversy, or claim arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration under the Rules of **Supreme Court of the Republic of the Philippines** currently in force, which Rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of arbitrators. The place of arbitration shall be the **Republic of the Philippines**. The language of the arbitration shall be English.

### ***5. Damage***

A written agreement between Organizer/Contractor on terms and conditions that have been approved by the Hotel must be signed prior the commencing of any work to be carried out within the Hotel's premises. The Hotel reserves the right to refuse entry to any contractors/workmen/decorators engaged by the Organizer, should the Hotel not receive a duly executed copy of such Hotel approved agreement from the Organizer at least **30** days prior to commencement of the works to be carried out. The Organizer shall be liable for any damage to Hotel or Hotel guest property directly or indirectly caused by the Organizer and/or by its contractors/workmen/decorators and for any and all losses, damages, claims, demands, costs and expenses arising therefrom.

  
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## **6. Decoration**

The Hotel may, subject to payment of any additional fees, provide banners and backdrops for the Event with no less than 10 days' notice. A quotation will be provided to the Organizer upon Hotel's receipt of the required specifications. The Hotel reserves the right to refuse the display of any banners, backdrops, props or signage that are brought to the Hotel without the prior written consent of the Hotel. All set-ups for Hotel prior approved props and backdrops to be installed by Organizer's appointed contractors shall be in compliance with safety and fire regulations prescribed by local laws and regulations and by Hotel's fire and safety standards. The Hotel shall not be responsible for any consequences arising from Organizer's breach of such laws, regulations and/or standards.

## **7. Audio/Visual and Other Equipment**

The Hotel must be notified at least 14 working days prior to the actual Event of use of any video, sound and/or audio equipment. The Hotel reserves the right to refuse or prohibit the use of such equipment if in Hotel's sole and absolute discretion the same shall cause disturbance to other functions within the Hotel or to other Hotel guests during rehearsal or on the day of the Event.

## **8. Delivery & Condition of Storage**

The Organizer shall advise the Hotel no less than **30** days prior to the delivery of meeting materials, decoration items or any equipment for the Event ("Organizer's Property") so that arrangements can be made to coordinate the delivery of the same through the Hotel service area.

All Organizer's Property shall be stored at the Hotel entirely at the Organizer's risk. The Hotel shall not be responsible for any valuables or money, nor shall Hotel be liable for any claims, loss, damage and/or destruction of Organizer's Property while left in Hotel storage. The Organizer shall ensure that it has independent and adequate insurance coverage in respect of any Organizer's Property.

If Organizer's Property (or any part thereof) is not claimed within 7 days after the last scheduled day of the Event, the Hotel shall be entitled to dispose of Organizer's Property in any way it deems fit without any liability whatsoever. The Organizer shall indemnify, defend and hold the Hotel, Shangri-La Asia Limited and all of their affiliates, subsidiaries and associated companies, and their respective directors, officers, shareholders, employees harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from or in connection with the Organizer's Property while they are stored on the Hotel premises.

## **9. Fire and Safety Regulations**

All contractors/workmen/decorators engaged by the Organizer pursuant to Clause 5 of these Terms & Conditions shall adhere to all Hotel Policies, Rules & Regulations, including but not limited to those governing Hotel fire and safety issues. The Organizer shall be responsible for ensuring that all fire escapes inside the Conference Hall, Grand Ballroom and any function rooms are not obstructed by seating arrangements, stages, equipment and other set up for the Event. No flammable materials may be brought onto Hotel premises without the prior written permission of the Hotel.

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**10. Hotel Liability**

The Hotel shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of contracts, loss of profits, economic or financial losses or anticipated savings) howsoever arising which may be suffered by the Organizer, its ultimate parent company and /or any of their subsidiaries, affiliates and./or associated companies (if any).

**11. Non-Compliance**

The Hotel reserves the right to release all reservations and arrangements made by the Organizers for the Event without prior notice if the Hotel does not receive the full deposit and all such other documents from the Organizers by the deadline date stipulated by the Hotel. Reinstatement of reservations and arrangements are subject to availability of guest rooms function space, any increases in price or costs and receipt of all required payments and documentation from the Organizers.

**12. Security**

The Organizer shall at its own cost and expense arrange its own security to ensure the safety of any valuables kept or used at the Hotel premises during the Event. The safekeeping of any items on display/exhibition shall, at all times prior to, during and after the event, be the responsibility of the Organizer. Should armed security guards be required, the Organizer shall obtain all appropriate licenses and permits from the local authorities at its own cost and the Hotel must be given no less than **30** days written notice of such arrangement prior to the date of the Event in order to provide any necessary coordination and/or assistance.

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