

#### **BOOKING AGREEMENT**

#### 18 June 2025

British Embassy Manila 120 Upper McKinley Road, McKinley Hill, Taguig City 1634	Makati Shangri-La, Manila Ayala Avenue corner Makati Avenue, Makati City 1200 Philippines
H.E. Laure Beaufils His Majesty's Ambassador	Darlene Achumbre Senior Events Manager +632 8813 8888 loc. 7078
Through: Ms. Madeline Oliveros Head of Corporate Services Foreign Commonwealth & Development Office	Darlene.achumbre@shangri-la.com

## RE: British Embassy's King's Birthday Party on June 17, 2025

This Agreement together with the Appendices appended herein (collectively, the "Agreement") is entered into between British Embassy Manila (the "Organiser") and Makati Shangri-La Hotel and Resort Inc. (the "Hotel") at Makati Shangri-La, Manila located at Ayala Avenue corner Makati Avenue, Makati City 1200 Philippines (the "Property") for the British Embassy's King's Birthday Party on June 17, 2025 (the "Event").

## 1. Function Space Allocated for Event:

Organiser shall reserve, and Hotel shall make available the following Function Space for the purposes of Event:

Date	Time	Time	Venue	Price	Setup	Guests
-	03:00 AM - 06:00 PM	Setup	Rizal Ballroom	Complimentary	Empty	Flow
		Car & Sponsors Display	Rizal Ballroom Foyer	Complimentary	TBA	ТВА
June 17, 2025	06:00 PM - 10:00 PM	1	Rizal Ballroom	Cocktail buffet menu at Php 2,600.00 net per person for a minimum guarantee of 700 guests  Note: inclusive of flowing non-alcoholic beverage (iced tea, chilled juice, soda)	Round Table	700
	06:00 AM	VIP Holding Room	Rizal Anteroom	Complimentary	Existing Setup	TBA
	10:00 PM	Holding Room for Staff/Suppliers	Makati A	Complimentary	Round Table	TBA

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	Holding Room for Staff/Suppliers	Makati B	Complimentary	Round Table	TBA	
Note:						

- Additional beverage orders, if any, shall be charged on top of the cocktail buffet menu price per person
- Complimentary food tasting (4 persons) for select items on the menu may be scheduled upon Confirmation

Note: should the Embassy be VAT exempt, a VAT exempt certification will be required prior to confirmation

### **Use of Function Space:**

To protect the safety and security of all Hotel guests and property, Organiser will obtain Hotel's advance written approval before bringing in and/or using items in Event and Function Space that could create noise, noxious odours or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Organiser will obtain any required Fire Marshall or other safety approvals and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

## **Assignment of Function Space:**

The Function Space is designated for Event according to the expected number of delegates attending and facilities required for Event. Hotel reserves the right to reallocate alternative function/meeting space as it deems suitable for Organiser's and Event's requirements should there be any change in the expected attendance.

#### **Pre-Function Area:**

As the common area outside the Function Space(s) ("Pre-Function Space") is open plan, no Organiser has exclusive right to access the total Pre-Function Space and each Organiser is limited to the Pre-Function Space immediately adjacent to their assigned Function Space. At all times, flow spaces must be left clear for ease of movement of all Organisers.

## **Commencement and Vacating of Rooms:**

Hotel reserves the right to book other events in the same Function Space up to one hour before the scheduled Event commencement time and one hour after the scheduled Event finishing time. If Event exceeds the agreed times, Hotel reserves the right to impose a labour surcharge for each hour and part thereof that the Function Space is occupied, as well as an adjusted Function Space charge to reflect the additional time utilised. Additionally, Hotel reserves the right to book another function in adjoining rooms at any time.

## **Inclusions:**

- Basic table centerpiece: either a small terrarium per cocktail table or a small floral cocktail table arrangement
- Cocktail tables, lounge setup / pocket seats, stage panels, buffet setup, flagpoles with stand, red carpet (quantity to be advised based on availability); other in-house furniture / setup requirement may also be discussed
- In-house audio-visual equipment
- One (1) LCD projector per section of the ballroom
- One (1) Motorized or portable screen per section of the ballroom
- One (1) Rostrum with wired microphone
- Public address system
- All day wireless internet access in all meeting rooms and public areas
- Digital signage on each meeting room
  - o Services: Experienced events specialist
  - Dedicated banquet captain
  - o Creative culinary team



o Professional audio visual & IT personnel during set-up and on call during the meeting proper

#### 5. Minimum Spend:

The minimum spend anticipated by Hotel under this Agreement is:

Minimum Food & Beverage Spend (based on 700 persons)	Php 1,820,000.00
Total Minimum Spend	Php 1,820,000.00

Except where required by any applicable law, the minimum spend is inclusive of Service Charge and Taxes. 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 "Cancellation Amounts" as set out below.

#### Corkage

Corkage fee will be waived for all food, alcoholic and non-alcoholic beverages to be brought in by the Embassy during the event.

#### Parking

Complimentary Parking Passes based on 10% of guaranteed guests plus additional (20) car passes (slots on first come, first serve)

Reserved parking for VVIPs will be accommodated, client to advise the quantity and vehicle details

#### **6. Cancellation of Event:**

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

From Agreement Date to April 12, 2025	50% of Total Minimum Spend = Php 910,000.00
From April 13, 2025 to May 17, 2025	80% of Total Minimum Spend = Php 1,456,000.00
From May 18, 2025 to June 17, 2025	100% of Total Minimum Spend = Php 1.820.000.00

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 fourteen (14) 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.

# 8. 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.

Account Payee:	Makati Shangri-La Hotel and Resort Inc.	Bank Name:	Union Bank of the Philippines
A/C No. for PHP payments:	00-056-001-6050	A/C No. for USD payments:	13056-000147-4
Address:	Greenbelt Branch, Legaspi St., Makati City	Swift Code:	ИВРНРНММ



Payment Due	Payment Amount	
	One hundred percent (100%) of Total Minimum Spend inclusive of taxes and service charges	
On or before May 17, 2025	Note: adhoc send-bill arrangement may be requested provided that a Letter of Authorization (LOA) form the Embassy is received upon confirmation	
Upon event departure	Balance of the total incurred Food and Beverage, Function Room Rental, Audio Visual and all other event related expenses inclusive of taxes and service charges.	

Save as otherwise provided in this Agreement, all Event charges are payable upon receipt of a proforma 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 upon confirming the booking. If Organiser pays using a credit card that is acceptable by Hotel, a valid credit card must be provided to Hotel as well upon confirming the booking which will be used for any pre-payments and all additional 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  $1\frac{1}{2}$ % 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.

#### 9. Shangri-La Circle Rewards:

## Earning Shangri-La Circle Points for Meetings and Events

Organiser will earn one (1) Shangri-La Circle Point (SLC 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 SLC Points) with a maximum cap of USD 200,000 per Event, which is equivalent to a maximum of 40,000 SLC Points. In order to qualify for SLC 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.

The Organiser acknowledges that such points have been offered in connection with the rooms and services purchased under this Agreement, and that the Organiser consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by the Organiser to receive such points and that the receipt of such points is not in breach of any applicable laws and regulations, gift and incentive policies, guidelines or compliance requirements of the Organiser. Once full payment is received by the Hotel, points shall be allocated to the following person(s) up to a maximum of three recipients:

Shangri-La Circle Member Name	Shangri-La Circle Event Planner Membership Number	Earned Points Allocation (%)	
1. (Primary Member)			
2.			
3.			

<aCCOUNT NAME>>
Authorised Signature on behalf of Organiser



## **Shangri-La Circle Points Redemption**

Organiser can redeem SLC 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 75,000 SLC Points or its local currency cash equivalent to offset their Event spend. Redemption will be at a rate of fifteen (15) SLC Points per USD one (US\$1). SLC Points must be redeemed in multiples of 250 points. The redemption award can be used to partially settle the Event spend including any tax and service charges but not gratuities. The remaining balance of Event spend and all gratuities must be settled by cash, credit card or other payment method.

As the authorised signatory of this Agreement, the Hotel is hereby authorised to debit Shangri-La Award Points from my Shangri-La Circle Membership account as a form of payment for this event. The cash equivalent amount will be used to offset the final bill on the actual event date, which will be calculated and reflected on the event invoice.

My SLC Membership Number	My SLC Membership Name	Points I would like to redeem	Member's Signature

<u>In the event that insufficient Shangri-La Circle Points posted to the Member's account are available at the time when redemption is made, any shortfall in payment shall be payable by the Organiser.</u>

#### **10. Other Arrangements:**

British Embassy will bring the Royal Marines Band to play during the event, loud music can be expected during the duration of the event. Guest to provide the list of instruments prior to the event.

#### 11. General Terms and Conditions:

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

#### 12. 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 **March 31, 2025** failing which the offer shall lapse and all guest room blocks and function space will be released without further notice.

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**British Embassy Manila** 

Ms. Madeline Oliveros

Head of Corporate Services

Mr. Mike Welch

Deputy Head of Mission

MAKATI SHANGRI-LA, MANILA

Hotel

Darlene Achumbre
Senior Events Manager

Ms. Nina Desacola

Director of Sales and Marketing