



Anti-Money Laundering Council Secretariat (AMLCS)
May 10, 2022

CONTRACT AGREEMENT
Anti-Money Laundering Council Secretariat (AMLCS)
May 11-13, 2022

To: **Atty. Mel Georgie B. Racela**
Executive Director
Anti-Money Laundering Council Secretariat (AMLCS)
5/F EDPC Building, BSP Complex,
Malate, Manila
Through: **Atty. Naydia Carla A. Yoro**
Legal Officer III
M: (0919) 254 2756
E: nyoro@amlc.gov.ph

From: **Cherrie Teo**
Senior Sales Manager
Mimosa Cityscapes, Inc.
Mimosa Drive, Filinvest Mimosa
Clark Freeport zone, Pampanga 2023
M: (0998) 587 8064
E: clarkSM4@questhotelsandresorts.com

Dear Atty. Racela,

Thank you for choosing Quest Plus Conference Center – Clark Pampanga as the venue for your Litigation and Evaluation Group, Investigation and Enforcement Department Strategic Planning Workshop on May 11-13, 2022.

This document sets out the terms and conditions of the agreement between the **MIMOSA CITYSCAPES, INC.** and **ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS)**.

I. ROOM ACCOMMODATION

DATE	NO. OF ROOMS	ROOM TYPE (occupancy / room)	SPECIAL GROUP RATE
May 11-13, 2022	20	Deluxe Single (1 person)	Php 3,800.00 net / room / night
May 12-13, 2022	1	Deluxe Single (1 person)	Php 3,800.00 net / room / night
	1	Deluxe Double (2 persons)	Php 4,400.00 net / room / night
	1	Deluxe Triple (3 persons)	Php 5,900.00 net / room / night

QUESTHOTELSANDRESORTS.COM/CLARK

Mimosa Drive, Filinvest Mimosa+ Leisure City, Clark Freeport Zone, 2023
Tel No : (+63 45) 599 8000 | (+63 2) 8236 5040
clarkinfo@questhotelsandresorts.com

Inclusions

- Buffet Breakfast daily (based on occupancy)
- One (1) extra bed set-up in a Deluxe Triple room
- High Speed WI-FI Internet access
- Use of hotel amenities (swimming pool and gym)
- Complimentary drinking water (replenished daily)
- Daily newspaper
- Standard Check – In Time : 3:00 PM
- Standard Check – Out Time : 11:00 AM

Terms and Conditions:

1. Above rates are in NET inclusive of service charge.
2. Rates are based on the minimum guarantee of **23 rooms** from **May 11-13, 2022** or equivalent to **43 roomnights**. Should the number of rooms reduce from the minimum guarantee, the rate may be subject to increase.
3. Arrivals beyond the agreed number of rooms and dates must be guaranteed by the organizers and subject to any cancellation fee indicated in the 'group control procedure'.

ROOMS ARRANGEMENT

- 1) All rooms will be run-of-the house. The hotel reserves the right to assign alternate room(s) should all or a portion of the contracted rooms become unavailable for any reason whatsoever. Additional room requirements shall be subject to room availability.
- 2) Submission of Final room list to email address clarksm4@questhotelsandresorts.com on or before **May 10, 2022**.
- 3) Individual check-in at the Front Desk, 1 key card per person.

II. BANQUET ARRANGEMENTS

Date	Time	Venue & Set up	Activity	Rate
May 11-12, 2022	8am-5pm	Lewis 3	AM Snacks, Mequeni Live Buffet Lunch and PM Snacks	Php 1,650.00 net / person
	6pm-9pm	Mequeni Live	Mequeni Live Buffet Dinner	Php 1,200.00 net / person
May 13, 2022	8am-2pm	Lewis 3	AM Snacks and Mequeni Live Buffet Lunch	Php 1,400.00 net / person

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Function Inclusions:

- a. Use of the Function Room based on the contracted time
- b. AM and PM Snacks
- c. Mequeni Live Buffet Lunch and Dinner
- d. Free flowing coffee and tea
- e. Mints or candies
- f. Pads and pencil
- g. One (1) Podium with mic and stage at the Plenary
- h. White board w/ marker & Eraser
- i. Standard PA System
- j. *Complimentary use of LCD projector at the plenary venue*

In addition we will provide one set of the following:

- a) One (1) LCD screen
- b) One (1) Whiteboard with Marker and Eraser
- c) Two (2) Microphones and Lapel Mic *(if available)*

Note:

*Rates are inclusive of service charge; No government tax added; non-commissionable
Rates are valid for this date and function only*

*All rates are quoted in Philippine Peso and are based on the original requirements
discussed, should your requirements change, rates quoted shall be subject to review and
may change accordingly.*

III. OTHER GROUP CONTROL PROCEDURE & ARRANGEMENTS

- 1) **Check-in time is 3:00 PM and check-out time is 11:00 AM.** Arrivals before 3:00 p.m. and departure after 11 AM will be subject to room availability. Please note that there will be a late check-out charge from 1:00pm to 6:00pm at 50% of the above quoted rates. Check-out after 6:00pm will be charged at 100% of the above rates.
- 2) **Rate for Extension of Stay:**
The same room rate may apply for bookings 3 days prior and 3 days after the meeting date of May 11-13, 2022. Prior reservation has to be arranged; subject to room availability.
- 3) **Reductions, Cancellations and No Shows terms and conditions:**
The number of room and banquet reservation blocking indicated in this contract shall be deemed guaranteed and confirmed. Any reduction or cancellation from the stated room and banquet arrangements will be chargeable based on the following terms:

Guestroom bookings Upon contract signing, 100% penalty equivalent to the total number of cancelled room nights will be charged

Banquet Bookings Upon contract signing, 100% penalty equivalent to the total number of cancelled no. of persons per day will be charged

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IV. BREAKDOWN CHARGES

Date	No. of Rooms	Rooms	Rate	No. of Persons	No. of Nights	Total
May 11-13	20	Deluxe Single (1 person)	3,800.00	20	2	152,000.00
May 12-13	1	Deluxe Single (1 person)	3,800.00	1	1	3,800.00
	1	Deluxe Double (2 persons)	4,400.00	2	1	4,400.00
	1	Deluxe Triple (3 persons)	5,900.00	3	1	5,900.00
	23	ROOM CHARGES		26	PHP	166,100.00

MEALS

Date	No. of Persons	Meal Type	Rate	Days	Total
May 11	20	AM Snacks, Mequeni Live Buffet Lunch and PM Snacks	1,650.00	1	33,000.00
	20	Mequeni Live Buffet Dinner	1,200.00	1	24,000.00
May 12	20	Buffet Breakfast	-	1	Part of Room
	26	AM Snacks, Mequeni Live Buffet Lunch and PM Snacks	1,650.00	1	42,900.00
	26	Mequeni Live Buffet Dinner	1,200.00	1	31,200.00
May 13	26	Buffet Breakfast	-	1	Part of Room
	26	AM Snacks and Mequeni Live Buffet Lunch	1,400.00	1	36,400.00
		MEAL CHARGES		PHP	167,500.00
		TOTAL ESTIMATED CHARGES		PHP	333,600.00

- Rates inclusive of Service Charge; No Government Tax added.
- Rates are subject to change without prior notice
- Hourly Extension of contracted time shall be subject to an appropriate room rental fee

"An additional 15% charge from the quoted meal rate shall be charged on the event that the minimum guaranteed number of guests was exceeded on the date of the event."

V. PAYMENT AND BILLING POLICY

1. Total Contracted Room & Banquet Charges including Group Incidental Charges duly acknowledged by the Authorized Signatory shall be settled on Send Bill Arrangement and will be paid within 30 days upon receipt of the billing statement. Payment may be through bank transfer.

The hotel shall extend thirty (30) day credit term to your organization. A corresponding penalty of 3% shall apply for overdue account/s.

For Send Bill Arrangement, please send a Letter of Authorization (LOA) or Purchase Order (PO) or Certificate of Availability of Funds (CAF) addressed to Ms. Monette Fajardo, Financial Controller, for approval.

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Name to Appear on check: MIMOSA CITYSCAPES, INC.
Branch: EastWest Balibago – Savings Acct
Account Name: Mimosa Cityscapes, Inc.
Peso Acct No.: 2000 1752 7467
TIN No.: 009-291-598-000 NON-VAT
Swift code: ewbcphmm

2. All room and banquet charges stated in this contract shall be part of the Master Bill / Master Guest Folio of the company
3. Other incidentals charges such as room service, telephone charges and other incurred expenses during the function (such as drinks and other meals outside of the prearranged banquet meals) not signed by the authorized signatory will be on personal account of the guest, which will be settled upon delivery of service or consumption of food. Payment may be in the form of cash or credit card.

The security deposit may be waived at if ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS) will guarantee for the payment of all incidental charges incurred. Thus any unpaid charges incurred by the guest will be settled by ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS). This also applies to any dispute or refusal by the guest to settle the account.

4. No creditable withholding tax should be deducted to all payments to MIMOSA CITYSCAPES, INC. due to Tax Exemption. (Non-VAT)
5. Currency: All prices quoted in this contract/proposal are stated in Philippines Peso, the official currency of the Republic of the Philippines.

VI. AUTHORIZED SIGNATORIES

During the event, the following are signatories of this event. All bills signed by any of these signatories are considered final and will automatically be part of the billing statement of the company.

Name: Atty. Matthew M. David

Designation: Director, Investigation and Enforcement Department

Signature: 

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VII. LIABILITY/DAMAGE

ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS) will pay the Hotel for every incidental loss or damage, which occurs in any part of the Hotel complex or of any property or equipment belonging to the Hotel during the function, except if due to the negligence of hotel's staff.

The Hotel does not take any responsibility for any loss or damage to the property of ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS) which occurs on the premises of the Hotel including the function (meeting) rooms, except if due to the negligence of hotel's staff. In case of loss or damage of property, the Hotel Management must be advised as soon as the fact is discovered. Safe deposit boxes are available at Front Desk upon request.

The Hotel will supply additional security at the ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS) for any function room that is being held by the Company. The Company will pay for the cost of additional security.

VIII. EXTERNAL SUPPLIER POLICY

Should company utilize outside contractors or subcontractors in the hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

When equipment such as audio-visual equipment, p/a systems, computers, laptops and projectors, etc are bought in, ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS) is requested to register those items with the Hotel Security Department to verify their existence. It is recommended to arrange additional security services to ensure the protection.

It is the hotel's sole discretion to allow or disallow outside providers inside the hotel premises.

IX. BANNERS & SIGNBOARDS

For any banners or signboards, kindly submit a sample/artwork to the Hotel for reference. The Hotel can refuse any banner, backdrop or signage that are brought in without prior approval from the Hotel or that those items do not conform with regular standards of the Hotel.

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Decoration supplied by the Hotel remains the exclusive property of the Hotel and must not be removed. The use of trademarks / logos is prohibited if authorisation has not been obtained by the Hotel Management in advance. **ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS)** shall be allowed to put up any display's notices or advertisements upon any part of the Hotel premises with the written permission of the Hotel.

X. SAFETY, SECURITY AND FORCE MAJEURE

It shall at all times be the responsibility of **ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS)** to check and verify invitations and/or admission tickets (if applicable) in order to appropriately identify attendees/ guests to your company event. While the hotel shall take all necessary precautions, the hotel shall not be held responsible for any loss or damage to belongings of the company or any guest in attendance prior, during or after an event held at the hotel.

Any fire exit signs, fire exits and firefighting facilities must be kept clear of obstacles at all times.

No fireworks may be set off within the hotel premises without prior written approval.

No unlawful activities may be conducted within the hotel premises.

The Hotel and **ANTI-MONEY LAUNDERING COUNCIL SECRETARIAT (AMLCS)** will not be held responsible for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, strikes, riots and acts of God or conditions beyond the control of both parties. In such case, the activity may be postponed to a date agreeable to both parties.

XI. DATA PRIVACY

Mimosa Cityscapes Inc. – Quest Plus Conference Center Clark values your trust and confidence, we wish to inform you of how we process the personal information that you share with us in accordance to Republic Act No. 10173 otherwise known as the Data Privacy Act of 2012, its implementing Rules and Regulations and other issuances of the National Privacy Commission (NPC).

In view of your transaction with Mimosa Cityscapes Inc. – Quest Plus Conference Center

Clark, we have collected basic information including your name, residence, contact details, as well as those of your spouses and/or dependents, and other sensitive personal information, such as your age, civil status, government registration details, financial information, credit history and tax returns, among others ("Personal information"). For complete details of our data privacy policy, please visit

<https://questhotelandresorts.com/clark/privacy-policy>

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XII. ACCEPTANCE of Contract Agreement


Contained in this agreement are the detailed commitments and arrangements of both parties for this event. Any changes and additional arrangements / agreements after this contract has been signed and sealed shall have to be agreed by both parties in an Addendum contract.

Please send us back a signed copy of this contract on May 10, 2022 (Tuesday) in order for the above agreements to apply.

The signatories below agree to the content of this contract/ agreement and consider all arrangements definite and confirmed as stated herein. Compliance with this contract is subject to acts of God, wars, disasters or other emergencies beyond the control of either party.

Signed on behalf of the hotel:

Signed on behalf of the client:

Signature: 
CHERRIE S. TEO
Senior Sales Manager
MIMOSA CITYSCAPES, INC.

Noted by:

Signature: 
JUDY B. SARMIENTO
Director of Sales & Marketing
MIMOSA CITYSCAPES, INC.

Signature: 
ATTY. MEL GEORGIE B. RACELA
Executive Director
ANTI-MONEY LAUNDERING COUNCIL
SECRETARIAT (AMLCS)

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