# CONTRACT

The Contract for Lease of Venue (accommodations) for the Members of The Chocolate Chamber for Official Events of the Embassy ("Contract") is entered into between the **EMBASSY OF THE REPUBLIC OF THE PHILIPPINES** in Seoul ("*Embassy*"), with non-profit business registration number 213-84-10180 with its office at 80 Hoenamuro, Yongsan-gu, Seoul 04346, represented by Ambassador Maria Theresa B. Dizon-De Vega, and **HOTEL PRESIDENT** ("Hotel") with business registration number 202-81-45562 with its office at 16 Euljiro, Junggu, Seoul, represented by Mr. Yun-ho Choi.

### I. Scope of Work

These terms and conditions apply to contracts for leases from hotel rooms to the accommodation as well as all further services and deliveries of the hotel provided to the customer connected to said accommodation.

### II. Contract Conclusion

The contract becomes effective by the Hotel's acceptance of the Embassy's request. The Hotel is free to confirm the room reservation in verbal form, and in text form (via email).

The Embassy, with Hotel's confirmation, has reserved the following rooms:

Check- in Date	Check- out Date	Room Type	Quantity of Rooms	Nights	Room Rate per night (in KRW)	Total Amount (in KRW)
06 July 2024	10 July 2024	Standard Twin Room with breakfast for two (2) persons	1	4	224,000	896,000
06 July 2024	10 July 2024	Quad Room with breakfast for four (4) persons	1	4	361,000	1,444,000
TOTAL						KRW. 2,340,000

## III. Services, Prices, Payment, Offsetting

- a. The Hotel is obliged to provide the rooms booked by the Embassy and to render the agreed services.
- b. The Embassy is obliged to pay the agreed or applicable prices of the Hotel for the provided rooms and further services used. This also applies to services and expenses of the hotel arranged by the customer for a third party.
- c. The Hotel may make the acceptance of a subsequent reduction of number of rooms or the duration of stay depend on the price for the rooms.

# IV. Cancellation by the Customer (No-Show)

- a. A cancellation of the contract concluded by the Parties requires the approval of the Hotel in text form. Should that be withheld, the price agreed in the contract is to be paid even if the Embassy does not utilize the reserved rooms.
- b. If the parties set a date for cost-free withdrawal of the contract, the Embassy can withdraw from the contract until that date without giving rise to claims for payment or damages. The Embassy's right of withdrawal expires if the Embassy has not exercised it in text form by the agreed date.
- c. The Hotel has to apply credit for the income from renting the rooms to other customers as well as for saved expenses. If the rooms are not rented to somebody else, the Hotel can demand the total equivalent of one (1) night stay for the number of reserved rooms, which in the case of this contract is equivalent to KRW 585,000 (for 2 rooms).

### V. Withdrawal by the Hotel

- a. If it has been contractually agreed that the Embassy can withdraw from the contract free of charge within a specified period, in turn, is entitled to withdraw from the Contract, if other customers request the contracted booked rooms and the customer does not waive his right of withdrawal upon inquiry thereof by the Hotel.
- b. Furthermore, the Hotel is entitled to withdraw from the Contract for an objectively justified reason such as:
  - i. Force majeure or other circumstances for which the hotel is not responsible rendering the fulfillment of the contract impossible;
  - Rooms were reserved culpably with misleading or false essential information, for instance, concerning the identity of the customer or the purpose of the stay;
  - iii. The Hotel has reason to assume that the customer's use of the hotel's services may put the smooth operation, safety or the public reputation of the hotel at risk without attributing this to the domain or management of the Hotel;
  - iv. The purpose of occasion of the stay is unlawful

- a. Booked rooms are available to the Embassy from 1500H (3:00 PM) on the agreed arrival date.
- b. On the agreed check-out date, the rooms are to be vacated and available to the hotel at 12:00 PM at the latest. After that, the Hotel may, due to the late vacation of the room, charge for its use beyond the contracted deadline: 50% of daily rate up to 6:00 PM, 100% of daily rate for after 6:00 PM.

### VII. Final Provisions

- a. Changes and amendments to the contract, the acceptance of a request or these general terms and conditions for the accommodation in the hotel shall be made in text form. Unilateral changes or amendments by the Embassy are invalid.
- b. Should any term or clause of these general terms and conditions in whole or in part be or become void or nugatory, the remaining terms or clauses remain valid. In all other respects, legal regulations shall apply.

### VIII. Terms of Payment

Payment shall be made within seven (7) days after fulfillment of the contract. The Embassy shall deposit the payment to the Hotel's bank account with the following details:

a. Account Name

Baeknam Tourism Co., Ltd

b. Account Number

100-003-272963

c. Bank

Shinhan Bank

03 JULY 2024

[EMBASSY]

VIARIA THERESA B. DIZON-DE VEGA

Ambassador

Embassy of the Republic of the Philippines

[HOTEL]

YUN-HO CHOI General Manager Hotel President