



# 2023 PACIFIC GAMES OFFICE

## Approval /Signature Required

Supplier Name: ACCESS PLUS UNIT.

- |                      |                                     |                  |       |                  |       |
|----------------------|-------------------------------------|------------------|-------|------------------|-------|
| 1) Requisition       | <input checked="" type="checkbox"/> | Sign by FC       | _____ | Sign by ED       | _____ |
| 2) Payment Voucher   | <input checked="" type="checkbox"/> | Sign by FC       | _____ | Sign by ED       | _____ |
| 3) LPO               | <input type="checkbox"/>            | Sign by FC       | _____ | Sign by ED       | _____ |
| 4) IB Authorisations | <input type="checkbox"/>            | Authorised by FC | _____ | Authorised by ED | _____ |

### Comments:

ED/NHA - Documents attached.  
1. Service Agreement attached.  
2. Verification Memo form J. Konofilia attached.  
3. Bid letter attached.  
DL 28/2/2024

Not seen in DB - 18/3/24.

paid: 20/3/2024



## Transaction or Request Lodgement Receipt

**Transaction or Request Description:** ANZ to ANZ Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 18/03/2024 16:28  
**Transaction Number:** AHY37027

### Transaction Details:

Account Transfer of SBD 52,280.00

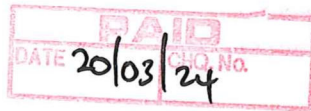
From Account: 5691140

To Account: 4209872

Notes for Recipient: Accommodation

Notes for Myself: INV#21450-GOC

Pay Date : 18/03/2024



### Comments:

\*\*\*\*\* Authorisation Details \*\*\*\*\*

18/03/2024 16:28 Pauline Tovua

Authorisation Required for : Transfer Between My Accounts (2A)

20/03/2024 14:16 Christian Nieng

Authorised -Transfer Between My Accounts

Comments : Verified

20/03/2024 15:10 Debbie Ofaeri Sifoni

Authorised -Transfer Between My Accounts

20/03/2024 15:10 Debbie Ofaeri Sifoni

Transaction Processed

\*\*\*\*\*

## Your Reference

\* Important Information displayed on ANZ Internet Banking screen is not shown on this printout

**Held for Authorisation**  
**Transaction Number AHY37027**

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### Transaction Details

Account Transfer of SBD 52,280.00
From Account: 5691140
To Account: 4209872
Notes for Recipient: Accommodation
Notes for Myself: INV#21450-GOC

You can view the status and details of your transactions and requests for the last 12 months via ANZ Internet Banking.

*[Handwritten signature]*  
*2013/2/4*

## Transaction and Request Authorisation Status

Review the details below, or select More Details to view additional information.

Transaction Number

Initiator  Status

Reason

Authoriser	Status	Description
Christian Nieng	Authorised	Transfer Between My Accounts
Dr Jimmy Rodgers		Transfer Between My Accounts
Gilbert John Osmond Muria		Transfer Between My Accounts
Debbie Ofaeri Sifoni	Declined	Transfer Between My Accounts

History
14/03/2024 12:30 Pauline Tovua Authorisation Required for : Transfer Between My Accounts (2A)
14/03/2024 14:45 Christian Nieng Authorised -Transfer Between My Accounts Comments : Verified
15/03/2024 16:13 Debbie Ofaeri Sifoni Declined -Transfer Between My Accounts

ED/FC,

Payment was accidentally declined by fc  
~~the~~ Re-raised for authorisation.

## Your Reference

\* Important Information displayed on ANZ Internet Banking screen is not shown on this printout


**Held for Authorisation**  
**Transaction Number AHX83480**

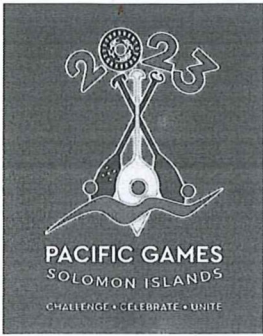
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### Transaction Details

Account Transfer of SBD 52,280.00
From Account: 5691140
To Account: 4209872
Notes for Recipient: Accommodation
Notes for Myself: INV#21354/21450-GOC

You can view the status and details of your transactions and requests for the last 12 months via ANZ Internet Banking.

  
1413124



# NATIONAL HOSTING AUTHORITY

P O Box 2443  
Honiara, Solomon Islands  
E:Accounts@sol2023.com.sb

## PAYMENT VOUCHER

DATE 8/03/2024

Access Plus  
P O Box 1848  
Honiara  
Solomon Islands  
Honiara

Cheque Number IB TRANS

Total Amount Paid \$52,280.00

Variation payment for Accommodation PG 2023 of Games Officials and Technical Delegates.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
20421	00001166	14/03/2023	\$292,280.00	\$240,000.00	\$52,280.00



*[Handwritten signature]*

12/3/24

12/3/24

Payment Voucher Prepared By: \_\_\_\_\_

*[Handwritten signature]*

Date: \_\_\_\_\_

8/03/24

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-2328/24

DEPARTMENT: \_\_\_\_\_

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1		Raise payment to ACCESS PLUS for additional Accommodation & laundry service for high-level technical officials during the PG 2023	ACCESS PLUS		\$ 52,280-00 2 \$ 52,280-00
			<b>TOTALS</b>		

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$ 52,280-00 Date: 01/03/24

Requisition Officer (Name): Imogen Vida Sign: [Signature]

Account Code: \_\_\_\_\_

Account Name: \_\_\_\_\_

Funds available on this account: \_\_\_\_\_

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): Debbie Kenne Sign: [Signature]

Post: FC

Department: NHA

**Authority is granted for expenditure not exceeding:**

SBD\$ 52,280-00

Signed: [Signature]

Name: CMey

Note: Authority for expenditure must be given by accounting officer or his/her delegated

**Threshold Checklist**

Payment requires one quote (10,000 below)	<input type="checkbox"/>
Payment requires three quotes (\$10,000.00 above)	<input type="checkbox"/>
Is it a ITB Contract Payment	<input type="checkbox"/>
Is it a GTB Contract Payment	<input type="checkbox"/>
Payment is a Bid Waiver	<input type="checkbox"/>

Compliance Check by: \_\_\_\_\_ Signature [Signature]

Name: Jeff Mada Date: 4/3/2024

Position: Comptroller

SOL2023 PACIFIC GAMES LTD

NATIONAL HOSTING AUTHORITY

**Bid Waiver**

In some instances, it is recognised it may not be possible to observe the requirements of competitive quotations or tendering as is stipulated in the FIs, and in which case a Bid Waiver Form must be completed. This is prepared by the Division / Section making the purchase, and approved by the Ministry Permanent Secretary. The waiver will only be granted in circumstances where observing the normal requirements would result in detriment to the people or assets of the Solomon Islands, or where no benefit would be obtained by observing the requirements. Example where are waiver would be granted include but would be limited to the below;

- In a declared emergency (e.g. SI at War, Emergency, Natural Disaster)
- There is a genuine market limitation on the number of suppliers
- Equipment is specialized or technical in nature

**Description of Services**

1. Additional Accommodation & laundry services following Technical Officials & Consultant at Access Plus during Games period.

**REASON FOR REQUEST please Tick**

Genuine Market Limitation	<input type="checkbox"/>	Natural Disaster	<input type="checkbox"/>	SI at War	<input type="checkbox"/>
Public Emergency	<input type="checkbox"/>	Technical or Specialized Equipment	<input type="checkbox"/>	✓	<input type="checkbox"/>

Please summarise the reason for the request (you may attach further support if necessary)

1. Access Plus Unit are among reliable and leading hotels in town for which they have availability of rooms during the Games period. Thus, they provide accommodation & laundry services for high-level technical officials during the Games time. Therefore, we have facilitated this bid form on the basis for waiver of the three (3) quotes.

Requested by: Finance Team  
**Game Organizing Committee**  
Name: IMOGEN VIDA

Signed:

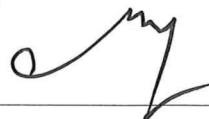


Date:

26/02/24

Approved by: Executive Director  
**National Hosting Authority**  
Name: Christian Nieng

Signed:



Date:

26/2/24

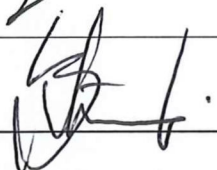


**MINUTE**

Ref: GOC/ 124

Date: 24 02 124

To: Executive Director/NHA: \_\_\_\_\_ 

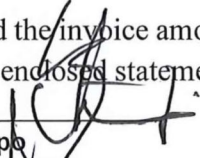
From: Finance & Procurement, GOC: \_\_\_\_\_ 

Ref: PAYMENT OF ADDITIONAL (7) SINGLE BEDS, MR. DAVID PAYNE'S ACCOMMODATION & LAUNDRY SERVICES CARRIED OUT FOR THE TECHNICAL OFFICIALS DURING GAMES PERIOD.

This minute seeks your approval to authorize payment be raised in respect of Access Plus in terms of additional (7) single beds, Mr. David Payne's accommodation & laundry services charged during and after the Games period. This laundry services were done at the Hotel for Games Technical Officials as it was paramount for them as well, in terms of washing their clothes ready for next working day.

Attached for your reference seeing that this is a due payment of invoices no. 21261, 21450 & 21354, justification memo from responsible functional area including, invoices and bid waiver form for your consideration.

Should the invoice amount meet your satisfaction, the funds requested for approval is, **sbd 52,280.00** as per enclosed statement.

  
Ian Irapo  
Finance Officer (NHA/GOC)

<b>Endorsed by:</b>  Imogen Vida Finance Team National Hosting Authority/GOC	Signature:  Date: 27/02/24
<b>Approval by:</b>  Mr. Christian Nieng Executive Director National Hosting Authority	Signature:  Date: 22/2/24

Annexed to this minute are:

- Invoice no. 21450, 21354 & 21261
- Verification Note from GOC FA's Supervisor.
- Bid Waiver Form
- Email Confirmation

**Subject: Justification for Additional Accommodations for Technical Officials ACCESS UNIT**

I am writing to provide a comprehensive justification for the request for additional accommodations for our technical officials at Access Unit. Technical teams increased in the second week of the games, we had roll overs over the weekend resulting in a shortage of allocated bed spaces. It was apparent that additional beds in Access Units was necessary to ensure that all the technical officials of netball can be in one accommodation as everywhere else was also full. The following key points outline the rationale behind this request:

**Event Expansion:**

We experienced a growth in terms of the number of boxing causing a problem with our bed allocations for all technical officials. The second weekend was a roll over weekend with Technical Officials from the first week were still in country.

During the games there was a shortage of Accommodations in Honiara. This expansion places additional responsibilities on us to ensure our technical officials who are crucial to the smooth execution and success of these events be placed together where transport and sports programs are easy to manage. The increased workload necessitates additional accommodations to support their well-being and performance.

I did what I had to do on the night of arrivals by calling from the airport to Zima the owner of Access Unit to provide additional beds in their 8 single bed rooms to cater for part of the technical team of Netball. By adding 2 to each room, we could fit 16 people at Access Units instead of 8. The rest of their team stayed at Holiday Resort. In total we had 22 Netball Technical officials arriving on that night and 48 boxing officials which we spread out at Honiara Hotel, Holiday Resort and Pacific Crown Hotel.

**Budgetary Considerations:**

We have conducted a thorough cost analysis, and the budget for additional accommodations aligns with the potential benefits in terms of improved efficiency, technical satisfaction, and event success.

In light of these considerations, I kindly justify invoices from Access Units for the allocation of additional accommodations for our technical officials. I believe that this call was crucial in terms of maintaining our organization's high standards and ensuring the continued success of our event was delivered.

Thank you for your attention to this matter. I am available for any further discussions or clarifications.

Sincerely,



Jessie Konofilia

GOC Accommodations & Travel Supervisor 2023

7661008



## accessplus

Ranadi Roundabout, Ranadi, Honiara  
Box 1848, Honiara, Solomon Islands  
signs@access.com.sb  
+677 22522 | +677 7515151

Invoice Date 19/12/23  
Invoice Number 21450  
Job Number PGOC  
PO Number Jessie Konofilia

Jessie Konofilia  
Pacific Games Organising Committee 2023  
Honiara, HONIARA

Laundry services at Access Units  
Laundry service, fourteen days @ \$80 per load @ Access Units

Laundry services two weeks at \$80 per load x 4 loads per day 4,072.73

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Subtotal	4,072.73
Sales Tax @ 10.00%	407.27
Invoice Total	\$4,480.00



## accessplus

Ranadi Roundabout, Ranadi, Honiara  
Box 1848, Honiara, Solomon Islands  
sigms@access.com.sb  
+677 22522 | +677 7515151

Invoice Date 27/11/23  
Invoice Number 21354  
Job Number GOC34389  
PO Number Jessie Konofilia

Peter Stewart  
Pacific Games Organising Committee (GOC)

Additional 7 single beds for Netball officials  
in 25th Nov, out 03rd Dec, 2023

(Includes 10% WITH tax payable to SIG)

7 additional single beds @ \$800 per night @ 8 nights 44,800.00

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Invoice Total \$44,800.00



## accessplus

Ranadi Roundabout, Ranadi, Honiara  
Box 1848, Honiara, Solomon Islands  
sigms@access.com.sb  
+677 22522 | +677 7515151

Invoice Date 8/11/23  
Invoice Number 21261  
Job Number GOC34231  
PO Number Jessie Konofilia

Peter Stewart  
Pacific Games Organising Committee (GOC)

Accommodation for David Payne, no show for 04th & 05th November  
David Payne, no show charges

(Includes 10% WITH tax payable to SIG)

1x Unit, no show charges despite email confirmation, @ \$1500 per night	3,000.00
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Invoice Total	\$3,000.00
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## Lisiane Simata

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**From:** Jessie Konofilia  
**Sent:** Monday, 18 December 2023 11:59 AM  
**To:** Lisiane Simata  
**Cc:** Jack Smith  
**Subject:** Breakfast and Laundry

Hi Lisiane,

Just wanted to verify all the accommodations for laundry and breakfast.

We served breakfast at

- 1. Holiday Resort / for east side TOs
- 2. Honiara Hotel
- 3. King Solomon Hotel
- 4. Pacific Crown Hotel

Laundry was done at

- 1. Access Unit
- 2. Vimo Apartments
- 3. Naetania
- 4. Pacific Crown Hotel
- 5. Honiara Hotel
- 6. King Solomon Hotel

Kindest regards  
Jess

...

...



## ACCOMODATION SERVICES AGREEMENT

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This present ACCOMODATION SERVICES AGREEMENT ("Agreement") is made and entered into on this 8<sup>th</sup> Day of March, 2023 by and between **Games Organising Committee ("Purchaser")** of Sea King Building, Honiara, Solomon Islands, and **John Taisia ("Service Provider")** of Access Units, Honiara, Solomon Islands.

*WHEREAS*, the Purchaser wishes to have the Service Provider perform the services ("Services") and

*WHEREAS* the Service Provider is willing and has the necessary experience, skills and ability to perform these Services.

**THE PARTIES** hereby agree as follow:

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**Background**

- A. The Purchaser is a Committee established by the National Government of Solomon Islands by virtue of the *Pacific Games Act, 2023 (2017)*.
- B. The Purchaser's main purpose is to oversee the overall administration and management of the events of the Pacific Games which is scheduled to be held in Honiara, Solomon Islands in November, 2023.
- C. The Service Provider, under its business name "Access Units", operates its accommodation business services in Honiara, Solomon Islands.
- D. In this Agreement, the Purchaser engages the Service Provider and the Service Provider agrees to provide to the Purchaser accommodation services at Access Units for its clients, during the two weeks duration of the events of the Pacific Games.
- E. The amount of the contractual payment which the Parties agreed on will not be paid in full at once but will be paid on instalment basis in accordance with the schedule of payments provided in this Agreement.



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## 1. Definitions

In this Agreement, where the context permits, the following words and phrases shall have the following meanings:

*"Agreement" or "this Agreement"* means this present Accommodation Services Agreement.

*"Booked rooms"* means the rooms which have been booked by the Purchaser under this Agreement for the Purchaser's use during the occupancy period.

*"Occupancy period"* means the period commencing from November 14<sup>th</sup> 2023 to December 2<sup>nd</sup> 2023.

*"Person"* means any human being or group of human beings; company, Non-Government Organisations, Partnership, Government Authority, and other entities.

*"Parties"* means the Service Provider and the Purchaser.

*"Purchaser's Client"* means the Pacific Games Council (PGC), Pacific Games Assembly (PGA), Technical Delegates, invited Guests of PGC, International Federation (IF) representatives and other International guests, VIPs of other Countries, Broadcasters and Specialty Contractors for the 2023 Pacific.

*"Room nights"* means the number of times a Service Provider's room is used or available for use by a guest(s) for an overnight stay of up to 24 hours in a given period.

*"Services"* means the "Description Services" provided in **Annex A**.

## 2. Services

- (1) The Service Provider agrees to execute or perform the Services provided in **Annex A** to this Agreement. The Services are an integral part of this Agreement.
- (2) The Service Provider agrees to submit to the Purchaser the deliverables Form upon the commencement date of this Agreement.

### 3. Term or Duration

- (1) This Agreement shall commence on the date of execution of this Agreement and ends on a date no later than December 2<sup>nd</sup> 2023 subject to any subsequent change which the Parties may agree to.
- (2) The occupancy period shall commence on November 14<sup>th</sup> 2023 to a date no later than December 2<sup>nd</sup> 2023 subject to any subsequent change which the Parties may agree to.

### 4. Payment

#### (1) Ceiling

- (a) The Purchaser shall pay to the Service Provider the total sum of **SBD240, 000.00**, as contains in the table provided in **Annex A** to this Agreement.
  - (b) The contractual sum of **SBD240, 000.00** shall be the maximum rate, and not a guaranteed rate subject to the final number of room usage and/or occupancy during the occupancy period provided in Clause 3 Sub-Clause (2).
  - (c) The last and final phase of payment is subjected to final reports and reconciliations of actual use and/or occupancy of rooms occupied by the Purchaser which shall be verified and confirmed together by the Parties.
  - (d) In pursuance of the provisions of Sub-Clause (1) (c) of this Clause, the total amount of the contractual payment shall be varied proportionate to any subsequent changes occur after consulting the final reports and reconciliation of the actual use and/or occupancy of the rooms.
- (2) The Parties agree to the schedule of payments for the accommodation services as outlined in the following Sub-Clauses:

- (a) The Purchaser, upon the execution of this Agreement, shall pay to the Service Provider the sum of **SBD120, 000.00** as upfront payment. This shall be 50% of the total contractual payments.
- (b) On August 15th, 2023 the Purchaser shall have the right to reduce the number of room nights by a maximum of 15% of the total room nights, with no cancellation fee. The Purchaser shall pay the Service Provider a second payment of 25% of the remaining amount by no later than August 15<sup>th</sup> 2023.
- (c) On October 15th, 2023 the Purchaser shall have the right to reduce the number of room nights by a maximum of 10% of the remaining room nights with no cancellation fee. The Service Provider shall be entitled to sell these rooms. The Purchaser shall pay the Service Provider a third payment of 25% of the remaining amount by no later than October 15<sup>th</sup> 2023. After this date, the Purchaser shall not reduce room nights without full payment and a cancellation fee.
- (d) After the final Purchaser client checks out of the Service Provider's Accommodation, the Purchaser will make a final payment for any remaining amount as per the final agreed upon room night numbers.

(3) Payment Condition

- (a) The schedule of payments shall be made in Solomon Islands Dollars and, unless the Parties agree otherwise to an alternative medium of payment, shall be paid directly by the Purchaser to the Service Provider's respective bank account at ANZ Bank in Honiara.
- (b) The schedule of payments shall be made upon the provision of invoices by the Service Provider or his/her designated Assistant to the Accommodation Supervisor pursuant to Sub-Clause (1) (b) of Clause 6.

(4) Tax

Where the payment made as per the Schedule of Payments provided in Sub-Clauses (2) of this Clause, any applicable taxes apply to the payments is subjected to the national tax laws or regulations of Solomon Islands and shall be deducted from the Purchaser's Company's invoice before the payment is made.

**5. Flexibility rights**

- (1) In pursuance of Sub-Clause (1) (b) (c) and (d) of Clause 4, the Purchaser shall have flexibility rights to reduce the number of room nights without cancellation fee if any of the following circumstances occur within the occupancy period:
- (a) the Purchaser's Client(s) has checked-in the accommodation and occupy the booked room(s) a day or days late after November 14<sup>th</sup> 2023;
  - (b) the Purchaser's Client(s), upon confirmation by the Service Provider, has checked-out of the accommodation earlier prior to December 2<sup>nd</sup> 2023;
  - (c) the Purchaser's Client(s) has died prior to December 2<sup>nd</sup> 2023 and no longer an occupier of the booked room(s); or
  - (d) any other reasonable circumstances that cause the booked room(s) to be empty, vacant or unoccupied within the occupancy period.
- (2) The Parties agree that the Purchaser shall notify the Service Provider in writing one month prior to the commencement date of the occupancy period. Upon receiving the written notice, the Service Provider must ensure the habitable status and conditions of the rooms still meet the exact requirements of the Services provided in **Annex A**.
- (3) The Service Provider, within the one-month notice period, shall carry out all necessary preparations and measures to ensure that every booked room still maintain the same and in habitable conditions and shall be unoccupied upon the commencement date of the occupancy period.

## 6. Supervision and Administration of Services

### (1) Purchaser's Accommodation Supervisor

- (a) The Purchaser shall designate the Accommodation Supervisor who shall represent the interests of the Purchaser's Company and responsible for the coordination of activities of the Services in this Agreement.
- (b) The Accommodation Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.
- (c) In the event the Accommodation Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed then the Purchaser shall designate and delegate the responsibility to another new Accommodation Supervisor from within its office to perform the obligations.
- (d) The Service Provider, after naming his/her Assistant, must promptly notify the Purchaser of the identity of the Assistant.
- (e) The provisions of Sub-Clause (1) (c) shall equally apply to Sub-Clause (2) (a).

### (2) Service Provider's Assistant

There shall be appointed, by the Service Provider, his/her own Assistant who shall represent the Service Provider's interests and responsible for the coordination of activities of the Services in this Agreement and that the Service Provider must promptly make known to the Purchaser the identity of that Assistant.

### (3) Reports.

The "Description of Services" shall be submitted to the Service Provider during the course of performance of this Agreement. It constitutes the basis for the payments schedule provided in Sub-Clauses (2) (a) (b) and (c) of Clause 4.

7. Each party agrees to indemnify and hold harmless the other party and its employees, volunteers, workforce and clients, from any claims, liabilities, losses, damages and expenses (including, without limitation, reasonable attorney's fees) asserted against the other party and arising out of the indemnifying party's negligence, wilful misconduct and negligent performance of, or negligent failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **8. Amendment**

- (1) The Parties agree that the provisions of this Agreement, where the circumstances require, may be amended pursuant to the necessity of any change of circumstances.
- (2) In pursuance of the preceding Sub-Clause, the Parties may either extend or add new Services or reduce the initial agreed Services to this Agreement pursuant to Sub-Clause (1) (c) and (d) of Clause 4.
- (3) Where the Purchaser wishes to invoke the provisions of Sub-Clause (2) of this Clause, the Purchaser must promptly notify the Service Provider of such circumstances through written notice and that the Service Provider must agree to it.
- (4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and fees shall apply.
- (5) It is agreed by the Parties that if the initial agreed Services need to be reduced in pursuance of Sub-Clause (2) of this Clause, such reduction shall be deemed as a term or/and condition, and that the remaining phase of payment stipulated in Sub-Clause (2)(c) of Clause 4 shall be reduced proportionate to the service reduction.
- (6) In pursuance of Sub-Clause (3) of this Clause, the costs of any new or additional Services shall be paid by the Purchaser to the Service Provider in accordance with the agreed rates

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provided in **Annex A** and in accordance with payment condition provided in Sub-Clause (3) (a) of Clause 4.

#### **9. Performance Standard and Termination**

- (1) The Service Provider must and shall perform its obligations in accordance with highest standards of professionalism, ethical and moral competence, and integrity.
- (2) Where the Service Provider or his/her Assistant fails or likely to fail his/her obligations in pursuance of the provisions of Sub-Clause (1), the Purchaser, through a written notice, shall notify the same of such failures.
- (3) If the Service Provider or his/her Assistant fails to remedy his/her obligations and continue to fail within seven working days then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

#### **10. Confidentiality**

- (1) The Service Provider or his/her Assistant shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or person any proprietary or confidential information pertaining to the Services or the Purchaser's business operations, without the prior written consent of the Purchaser.
- (2) The provisions of Sub-Clauses (1) shall equally apply to the Purchaser and/or his/her Assistant.

#### **11. Ownership of Material**

- (1) Any research, report studies or other materials, graphics, software or otherwise, prepared by the Service Provider for the Purchaser under this Agreement shall belong to and remain property of the Purchaser.
- (2) The Service Provider may retain a copy of the materials or information stipulated in the provisions of Sub-Clause (1).

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## 12. Assignment

- (1) The Parties agree that the Service Provider or his/her Assistant shall not assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract any portion of the same to any other person without the prior written consent of the Purchaser.
- (2) In circumstances where the Service Provider breaches the provisions of Sub-Clause (1) of this Clause then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

## 13. Force Majeure

- (1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their respective obligations in this Agreement if the circumstances that prevented such obligations from being executed or performed are a direct consequence of Force Majeure.
- (2) The circumstances which are deemed as an event of Force Majeure are set out in **Annex B** to this Agreement.
- (3) Notwithstanding the provisions of the preceding Sub-Clauses, the Party that seek to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:
  - (a) the date of its first occurrence;
  - (b) the cause of such event; and
  - (c) how the event prevented the Party from performing its obligations.
- (4) Where the Parties come to terms with the claim of Force Majeure, they may invoke Clause 7 (1) in order to remedy or find an alternative solution to the problem caused by the any of the events set out in **Annex B**.

#### **14. Jurisdiction and Language**

- (1) This present Agreement shall be governed and subject to the national laws of Solomon Islands.
- (2) All correspondences by and between the Parties during the course of performance of this Agreement must be communicated in English language without exception.
- (3) Any correspondences to the Purchaser, either through written notice, email, telephone calls and other mode of communication, from the Service Provider using a different language other than in English, shall not be accepted by the Purchaser.
- (4) The provisions of Sub-Clause (3) shall equally apply to the Purchaser.

#### **15. Dispute Resolution**

- (1) The Parties agree that any dispute arising between themselves relating to this Agreement shall be resolved in any of the following avenues or ways:
  - (a) Any dispute or if there is likely to be a dispute between the Parties relating to the way which the terms and conditions of this Agreement are performed shall and must be immediately resolved by the Parties in an amicable way (outside of court);
  - (b) In circumstances where the provisions of the preceding Sub-Clause fail to materialise, the Parties must appoint an independent mediator who has no ties whatsoever with either of the Parties to mediate a settlement (outside of court); or
  - (c) If, after the mediation process, the Parties fail to establish the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause, then the matter shall be brought to be settled in a court of competent jurisdiction in Solomon Islands.
- (2) In circumstances where the provisions of Sub-Clause (1)(c) of this Clause is invoked by either Party, then the Parties shall meet their own costs and/or expenses.

**16. Miscellaneous**

- (1) The Service Provider may still sell the rooms during the period commencing from the date of execution of this Agreement until five days earlier prior to November 13<sup>th</sup> 2023.
- (2) The Parties agree that upon second phase of payment provided in Sub-Clause (2) (b) of Clause 4, they shall hold a meeting to discuss and reassess the habitable status and conditions of the rooms and the accommodation services arrangement and, subject to the Purchaser's flexibility rights, shall mutually agree on any propose changes where necessary.
- (3) Any agreed decision made out of oral discussion(s) by and between the Parties, during the course of performance of this Agreement, where the subject of such discussions and/or decision is related to the circumstances of this Agreement, shall be deemed as part of the same and shall have the same effect as any written term/or condition stipulated herein provided that such discussion and/or decision is documented and verified in writing.
- (4) The Parties, at all reasonable times, must and shall maintain close communication with each other during the course of performance of this Agreement in order to keep track on the progression of their obligations.
- (5) Notwithstanding anything contains in this Agreement, any propose changes or variation to the initial terms and conditions of this Agreement which the Accommodation Supervisor and the Service Provider's Assistant have discussed in pursuance of Clauses (2) and (3) of this Clause shall be decided by the Chief Executive Officer (CEO) of the Purchaser's Company and the Service Provider.

**17. Declaration**

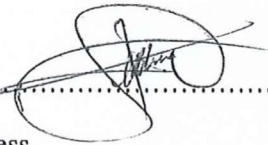
The Parties declare that they have read, understood and accepted the terms and conditions of this Agreement in its entirety and hereby intend to be bound by it.

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The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence )

of: )

..... )  


witness

Name of Witness (please print):


.....  
ROCKLIVE - POLOS O

)  
)  
)  
)  
)  
..... )  


) **Peter Stewart** (Chief Executive Officer/CEO,  
Games Organising Committee/GOC)

Signed by **John Taisia** in the presence )


of: )

..... )  


witness

Name of Witness (please print):

.....  
NELMA SALE

)  
)  
)  
)  
)  
..... )  


) **FOR:**  
) **John Taisia** (Access Units)

## ANNEX A

### DESCRIPTION OF THE SERVICES (TOR) FOR PROVISION OF ACCOMODATION SERVICES

*The Service Provider shall ensure that during the duration of service, the following services, as required by Games Organising Committee (GOC) will be provided:*

#### 1: ACCOMODATION SERVICES

- (a) As required and agreed to, the Service Provider shall provide sufficient information on the quantities of services to be performed to be prepared efficiently and accurately.
- (b) The accommodation services shall strictly when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

Accommodation Providers needed to have:

- (i) **Capacity** – Large capacity to minimise the spread of accommodation across various different hotels
- (ii) **Proximity** - Relatively close to Sporting Venues, and Games Villages.
- (iii) **Amenities** – Have all amenities and conference rooms for meetings
- (iv) **Flexibility** – ability to change reservations up to the last minute
- (v) **Customer Service** - Committed to providing a high level of service at any time, 24 hours a day.
- (vi) **Ease** – A booking process that is simple and streamlined
- (vii) **Quality** – A hotel experience that is clean and safe while showcasing the best of Solomon Islands
- (viii) **Cost Effective** – Room rates that are reasonable for the Games and its member teams.

**2: PROVISION OF SERVICES & SUPPORT**

Accommodation is an essential service provided by the Purchaser to its clients. It is a separate service from the Games village accommodation for athletes and team officials. This accommodation service covers the Pacific Games Council (PGC), Pacific Games Assembly (PGA), Technical Delegates, invited Guests of PGC, International Federation (IF) representatives and other International guests, VIPs of other Countries, Broadcasters and Specialty Contractors for the 2023 Pacific Games.

**Access Units Room Rates**

	Accommodation	Room Type	Bed Types	Room Number	Rate	Nights	Total Cost
1	Access Units	Self Contain Units	Double Bed	1	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	2	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	3	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	4	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	5	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	6	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	7	\$ 1,500.00	20	\$ 30,000.00
		Self Contain Units	Double Bed	8	\$ 1,500.00	20	\$ 30,000.00

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								\$ 240,000.00
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## ANNEX "B"

### Force Majeure

The events of Force Majeure are listed as follows:

- (a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
  - (b) Pandemic;
  - (c) World War;
  - (d) Military invasion of Solomon Islands by a foreign country;
  - (e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
  - (f) Civil unrest/war in Solomon Islands;
  - (g) Epidemic;
  - (h) Cancellation or termination of the South Pacific Games
  - (i) The Pacific Games has shifted to another country;
  - (j) Burning or damages of facilities where the events of the South Pacific Games will be hosted;
  - (k) Death of the Service Provider
- (B2) Any other circumstances that are beyond the reach and control of the Parties are also included in the events of Force Majeure.