



SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This service agreement made and entered into this _____ by and between

Client

Consultant

Miss Raine Travel Consultancy Services
Laguna, Philippines
hello@travelwithmissraine.com

The Consultant and the Client will be collectively known as the "Parties".

WITNESSETH:

WHEREAS, the Client desires to engage the Consultant to provide travel consultancy services;

WHEREAS, the Consultant has the requisite knowledge, skill, and expertise to perform the services;

WHEREAS, the Parties desire to enter into an agreement that sets forth the terms and conditions for the provision of such services;

WHEREAS, the Consultant agrees to provide the services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. SCOPE OF SERVICES

The Consultant agrees to provide the following services to Client (hereinafter known as the "Service"):

Any changes to the scope of the Services must be mutually agreed upon in writing by the Parties. The Consultant shall use reasonable efforts to complete the Services in a timely and professional manner, and shall keep Client informed of the progress of the Service.

The Consultant agrees to perform the Service ONLINE through Zoom, Google Workspace and other applications deemed to be significant with rendering the Services in this Agreement.

II. TERM OF THE AGREEMENT

This Agreement shall begin on _____ and shall continue until the Service is completed.

III. SERVICE FEES

The Client has agreed to pay the Consultant ("Payment Amount") before the start of the application process for the total amount of Service stipulated in Appendix A of this Agreement for one person;

An additional amount shall be paid for each additional Client as stipulated in Appendix A of this Agreement;

The fee is NON-REFUNDABLE upon the commencement of the service;

The above-mentioned fees do not encompass visa application fees, visa application center service fees, or courier fees.

IV. PAYMENT METHOD

All payments due under this Agreement shall be made by bank wire transfer in immediately available funds to a bank account designated by Consultant in accordance with Article III. All payments hereunder shall be made in Euros or its equivalent in Philippine Pesos for Filipino Clients.

The Client has made payments through _____ ("Payment Method") with Payment Invoice ID _____.

V. PERFORMANCE SECURITY

To guarantee the faithful performance by the Consultant of all its obligations, under this Agreement, the Consultant, shall within **three (3) days** upon the receipt of the completed Client Form and the signed Agreement, submit to the Client, the following:

Form of Performance Security

Format

Initial Draft/s

PDF, Google Doc, OR Google Sheet

VI. AVAILABILITY OF SERVICES

The Consultant will be available for communication from 8 A.M. to 4 P.M. CET (daylight savings), 5 days per week (Monday to Friday) excluding Philippine and Swiss holidays through email communication and/or through Social Media (Facebook, Instagram, TikTok, WhatsApp).

VII. CLIENT OBLIGATIONS

During the rendering of services, the Client agrees to:

1. Cooperate with the Consultant for anything the Consultant may reasonably require;
2. Provide the Consultant any documentation and/or information needed by the Consultant for rendering of the Services.

VIII. CONFIDENTIALITY

During the term of this Agreement and thereafter, each Party shall maintain the confidentiality of all confidential information disclosed to it by the other Party. "Confidential Information" shall mean any information that is designated as confidential by the Disclosing Party, or that should be reasonably understood to be confidential based on the nature of the information and the circumstances of disclosure.

Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the performance of its obligations under this Agreement.

Each Party agrees to take all reasonable measures to protect the confidentiality of the other party's Confidential Information, including but not limited to implementing and maintaining appropriate physical, technical, and administrative safeguards.

Each Party shall promptly return to the other party all Confidential Information and any copies thereof in its possession or control upon termination of this Agreement, or at the other Party's request. The returning Party shall certify in writing that it has returned or destroyed all such confidential information.

Each Party acknowledges that a breach of this confidentiality provision may cause irreparable harm for which monetary damages would be an inadequate remedy. Therefore, in addition to any other remedies available at law or in equity, the non-breaching party shall be entitled to seek injunctive relief to enforce the terms of this confidentiality provision, without the need to post a bond or other security.

The disclosure of Confidential Information by the Disclosing Party to the Receiving Party shall not be deemed to grant any rights or license to the receiving party to use, reproduce, or disclose such confidential information, except as necessary to perform its obligations under this Agreement.

This confidentiality provision shall survive the termination of this Agreement and remain in effect for a period of **ONE (1) year** from the date of termination.

IX. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and not an employee, partner, or agent of Client. Consultant shall have no authority to bind Client, incur any liability on behalf of Client, or represent that it has any such authority.

Consultant shall be solely responsible for complying with all applicable laws, regulations, and rules relating to its provision of services under this Agreement, including but not limited to obtaining any necessary permits, licenses, or certifications.

Consultant shall not be entitled to receive any employee benefits from Client, including but not limited to health insurance, retirement benefits, or paid time off.

Consultant shall be solely responsible for paying all applicable taxes arising from its provision of services under this Agreement, including but not limited to income taxes, self-employment taxes, and social security taxes.

This Agreement does not create a partnership, joint venture, or agency relationship between the parties, and neither party shall have the right to act on behalf of the other party or bind the other party in any way.

X. LIMITATION OF LIABILITY

Unless otherwise provided in this Agreement, Consultant excludes all liability (to the extent permitted by applicable law) for any costs, losses, claims, damages, expenses, or proceedings of whatever nature incurred or suffered by the Client or any other Party arising directly or indirectly with the use of the Services.

It is understood that the Consultant shall not in any way be held responsible or liable to the Client for failure to provide the Services if such failure is due to:

1. Force Majeure;
2. Actions of the Client that make it impossible for the Consultant to attain the target deliverables;
3. Other causes beyond the control of the Consultant.

Likewise, the Client will not be held liable to the Consultant for the delay or non-performance of this Agreement arising from force majeure and/or acts/omissions of the Consultant which prevents the Client from complying with its obligations hereto.

XI. MISCELLANEOUS

Entire Agreement. This Agreement, together with any exhibits or schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral, relating to the subject matter hereof.

Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both parties.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines, and any legal action arising out of or relating to this Agreement shall be brought in the courts located in Laguna, Philippines.

Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement without such consent in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail (return receipt requested), or sent by overnight courier, to the address set forth below or such other address as may be specified by written notice.

Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. The failure of either party to enforce any right or remedy provided for in this Agreement or at law or in equity shall not be deemed a waiver of such right or remedy or a waiver of any other right or remedy.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement as of the date first above written.

Client

Consultant

Miss Raine Travel Consultancy Services
by:

LORRAINE JOY PIÑOL

Sole Proprietor

The following documents shall form the integral parts of this Agreement and are of the same legal force as this Agreement:

APPENDIX A

The services stipulated below are valid for one (person) as of May 01, 2024.

INDIVIDUAL SERVICES

A. LETTER WRITING

SERVICE	PRICE
<input type="checkbox"/> Cover Letter	€ 40.00
<input type="checkbox"/> Invitation Letter	€ 20.00
<input type="checkbox"/> Sponsorship Letter	€ 20.00
<input type="checkbox"/> Remonstrance Letter (in English)	€ 60.00
<input type="checkbox"/> Remonstrance Letter (in German)	€ 75.00

B. TRAVEL ITINERARY

SERVICE	PRICE
<input type="checkbox"/> 15-day Travel Itinerary	€ 50.00
<input type="checkbox"/> 20-day Travel Itinerary	€ 75.00
<input type="checkbox"/> 30-day Travel Itinerary	€ 90.00
<input type="checkbox"/> 45-day Travel Itinerary	€ 120.00

C. CONSULTATION

SERVICE	PRICE
<input type="checkbox"/> Visa Consultation Call A 40-minute 1-on-1 Zoom Call to determine your visa type, documentary requirements, and/or travel needs	€ 50.00
<input type="checkbox"/> Visa Application Document Review A 40-minute 1-on-1 Zoom Call to determine additional documentary requirements, and/or travel needs	€ 70.00
<input type="checkbox"/> Filling out the Application Form A 40-minute 1-on-1 Zoom Call to complete your visa application form	€ 50.00

BUNDLED SERVICES

SERVICE	PRICE
<input type="checkbox"/> Service A: Letters Includes: ✓ 1 cover letter ✓ 1 invitation OR sponsorship letter	€ 55.00
<input type="checkbox"/> Service B: Travel Includes: ✓ 15-day travel itinerary ✓ 1 cover letter ✓ 1 invitation OR sponsorship letter	€ 85.00
<input type="checkbox"/> Service C: All-In Includes: ✓ 40-minute visa consultation call ✓ 30-day travel itinerary ✓ 1 cover letter ✓ 1 invitation AND/OR sponsorship letter ✓ document review and organization ✓ filling out the application form	€ 250.00
<input type="checkbox"/> Service D: Additional Person All-in	€ 150.00