

THE LUXE GUIDE LIMITED CR No: 3336582 Certificate No: 75896212-000-11-23-6 18B WING LOK STREET TRADE CENTRE 235 WING LOK STREET SHEUNG WAN HONGKONG inquiries@LXV.ph www.LXV.ph

NAME CLIENT	Julia Hoferichter		
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PHONE NUMBER	+8615658255851		
NUMBER OF GUESTS	8		

DATE QUOTATION	21 Aug 2024
VALIDITY QUOTATION	23 Aug 2024
DATES TRAVEL	28 Sept 2024
QUOTATION	2408211537

# **ITINERARY & OUOTATION IN DETAILS**

ΑY	DATE	ТҮРЕ	SERVICES & INCLUSIONS	TIME	ITINERARY & DETAILS	STATUS RATE	ТО РАУ
DAY 1		INTERNATIONAL FLIGHT	Flight time tbc			ТВС	
		EMPTY TRANSFER	Sunreef 60 Delivery Fee to El Nido			FINAL	\$1,500
	28 Sep 2024	YACHT RENTAL	SUNREEF 60 Exclusive Day Rental	7:00 AM	- Embark in El Nido Corong Corong Pier - Big & Small Lagoon - Snake Island - Cadlao Lagoon - Lalutaya Island	FINAL	\$2,800
		MEALS	3 Meals (Full board) USD 20 per meal per person - 8 people			FINAL	\$480
DAY 2 29 Sep	29 Sep 2024	YACHT RENTAL	SUNREEF 60 Exclusive Day Rental		Linapacan Island - (8:00am) Visit a fisherman village - Tacling island - Snorkeling in a secret turtle sancturay	FINAL	\$2,800
		MEALS	3 Meals (Full board) USD 20 per meal per person - 8 people			FINAL	\$480
DAY 3	30 Sep 2024	YACHT RENTAL	SUNREEF 60 Exclusive Day Rental		Culion Island - Malcapuya Island 8 - Ditaytaan sandbar 10 - Bamboo Island 12 lunch - Bulalacao mooring	FINAL	\$2,800
		MEALS	3 Meals (Full board) USD 20 per meal per person - 8 people			FINAL	\$480
DAY 4	1 Oct 2024	YACHT RENTAL	SUNREEF 60 Exclusive Day Rental		Coron Island - (7:30am) in Kayangan Lake - Pukaway Caves - (12:00-1:00pm) the Twin Lagoon - Lusong Coral garden & Gunboat	FINAL	\$2,800
		MEALS	3 Meals (Full board) USD 20 per meal per person - 8 people			FINAL	\$320
DAY 5	2 Oct 2024	YACHT RENTAL	SUNREEF 60 Exclusive Day Rental		- Snorkeling with Dugong - Black Island - North Cay - Pass Isand - Desembark in end of Day	FINAL	\$2,800
		MEALS	2 Meals USD 20 per meal per person - 8 people			FINAL	\$0
OTAL							\$17,260.00
PECIAL DI	SCOUNT 20%						-\$3,452.00
OTAL AFT	ER DISCOUN	NT .					\$13,808.00

# **QUOTATION & STATUS PAYMENTS**

TYPE	PAYMENT DETAILS		AMOUNT TO PAY	STATUS PAYMENT	DUE PAYMENT
BANK TRANSFER	ACCOUNT NAME: THE LUXE GUIDE LIMITED BANK NAME: DBS Bank (Hong Kong) Limited BANK ADDRESS: Ground Floor, The Center, 99 Queen's Road Central, Central, Hong & BANK CODE: 016 BRANCH CODE: 478 BRAND ADDRESS: Ground Floor, The Center, 99 Queen's Road Central, Central, Hong SWIFT CODE: DHBKHKHH BANK ACCOUNT #: 799884579 CURRENCIES SUPPORTED: AUD, CAD, CHF, CNH, DKK, EUR, GBP, HKD, JPY, NOK, N USD	Kong	\$13,808.00	UNPAID	

# **YACHT CHARTER TERMS & CONDITIONS**

## PAYMENT TERMS

PATMENT LEMMS
The contracting party agrees to pay a booking deposit of 50% of total invoice value at the time of booking and the remaining 50% balance 90 days prior to the booking. For bookings made within 90 days prior to a booking, the total booking fee will be due on confirmation of the booking. For 90 days below, the Client agrees to pay 100% of the total invoice to secure the booking. As soon as the payment is made, please scan and email us the bank slip to confirm the booking. We do not pencil book any booking without proof of payment.

We will only accept a booking upon receipt of deposit and signed guotation. Until the booking deposit is paid and contract signed and returned. THE CHARTER AGENCY shall be free to offer the date in guestion to other parties.

If for any reason the Contracting Party cancels the booking more than 90 days prior the stay the booking, 20% of the amount paid will be forfeited, and the balance will be refunded. If for any reason the Contracting Party canceled the booking within 90 days prior to the booking, the whole amount paid will be forfeited and the Contracting Party shall be liable to pay the total price contracted for.

Cancellation at the instance of the Ship Captain – In the event of cancellation at the instance of the Ship Captain due to perils of the sea, extreme weather conditions, emergency repairs, and other analogous circumstances were, in the Ship Captain's discretion, the safety and security of the Client and its guests will be imperiled, then yacht rental booking will be entirely refunded.

## CHANGE OF THE BOOKING DATE

Once the booking is confirmed and signed any change of contracted booking date instigated by the contracting party up to 90 working days prior to the booking date, will incur an administration fee of 10% of the total contracted booking fee. The contracted booking date cannot be changed within 90 working days of the booking date without the full booking fee being incurred. Only one change of date is allowed, and within a year from the date of the change.

## ADVANCE PROVISIONAL ALLOWANCE (APA)

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## REDUCTION IN NUMBERS

Should the Contracting Party reduce the number of Guests that he has contracted on behalf of, 7 days or more prior to the booking date, no cancellation charge will incur. If guest numbers reduce within 7 days of the booking date the Contracting Party shall be liable to pay 100% of the price attributable to each Guest.

### POST BOOKING EXTRAS INVOICES

Invoices for extras shall be payable no later than 14 days following the date in which the invoice is dated.

THE CHARTER AGENCY'S AUTHORITY
The Contracting Party and each and every guest agree to abide and comply with any request or order made by or on THE CHARTER AGENCY's behalf on all grounds of safety and that THE CHARTER AGENCY's opinion is final and will be abided by howsoever expressed.

If in the opinion of THE CHARTER AGENCY, its Servants or Agents, the Contracting Party or Guest is behaving dangerously or is acting in a manner which would or may, in the opinion of THE CHARTER AGENCY, it's Servants or Agents, lead to a disruption of the services at the contracted booking, the Contracting Party or Guest will, at the request or order of THE CHARTER AGENCY, it's Servants or Agents leave the booking for the rest of the day contracted for, without THE CHARTER AGENCY, its Servants or Agents, encountering any liability.

LIABILITY FOR DAMAGE OR LOSS
The Client accepts liability to pay in full for any damage or loss to boats, vehicles, waterproof clothing, or other equipment supplied by THE CHARTER AGENCY, arising out of an act or omission of the Contracting Party or Guests. The Contracting Party and each Guest agree to limit any claims against THE CHARTER AGENCY to the risks and amounts insured against by THE CHARTER AGENCY and agree to observe the terms and conditions thereof. THE CHARTER AGENCY and its Servants or Agents accept no responsibility in respect of any damage whatsoever, to any property of the Contracting Party or Guests except where such damage is caused by the negligence of THE CHARTER AGENCY, its Servants or Agents.

DATA PROTECTION
THE CHARTER AGENCY complies in full with data protection and data security laws.

All data held for your booking will remain your property, it will not be shared, copied, or retained after the booking. More specifically, delegate data will not be used for any other purpose than as instruction and in connection with your booking.

### THIRD PARTY TERMS AND CONDITIONS

Where a service is booked for the client, and THE CHARTER AGENCY has booked this service as the client's agent, the client will be bound by the terms and conditions of this third party supplier.

### COMMISSIONS

When acting as a booking agent, THE CHARTER AGENCY at times may receive a commission payment from the third party supplier or venue. This is not built into the fee charged to the client, and is a cost of sale for the supplier. THE CHARTER AGENCY does not have to disclose any specific details about these commissions, as these are part of a separate contract between THE CHARTER AGENCY and its partners.

Fees are expressed in a quotation to the client. In the absence of a formal contract, an accepted quotation will constitute a formal agreement to pay the quoted fees.

### DISPUTE RESOLUTION

Claims regarding non-delivery of services must be submitted by formal and recorded statement to the Director of THE CHARTER AGENCY immediately. Claims not reported in this way cannot be taken into consideration.

The Contracting Party and each and every Guest agree to save THE CHARTER AGENCY, it's Servants or Agents, harmless from and to indemnify THE CHARTER AGENCY, it's Servants or Agents against all actions, claims, costs, expenses and demands in respect of death or injury to the Contracting Party or Guests, arising out of or in connection with attendance at the contracted booking in circumstances where THE CHARTER AGENCY is not at fault.

THE CHARTER AGENCY, its Servants or Agents accept no responsibility for matters outside THE CHARTER AGENCY's control causing the contracted booking to be canceled or altered from the advertised or contracted program. The Contracting Party agrees that THE CHARTER AGENCY may change the booking contracted for without reduction in price in the instance of weather conditions rendering the original booking impractical or dangerous. THE CHARTER AGENCY may change the activity or product supplied if necessary but will endeavor to supply a similar activity or product. Where possible all changes will be discussed with the Contracting Party prior to the booking date.

It is hereby expressly agreed that each and every Servant or Agent of THE CHARTER AGENCY (including every independent Contractor employed by THE CHARTER AGENCY) shall take the benefit of every exemption and limitation herein contained and every exemption from liability, defense and immunity of whatsoever nature applicable to THE CHARTER AGENCY or to which THE CHARTER AGENCY is entitled here under shall also be available and shall extend to protect every such Servant or Agent of THE CHARTER AGENCY. THE CHARTER AGENCY is or shall be deemed to be acting as Agent or Trustee on behalf of and for the benefit of all persons who are or might be its Servants or Agents from time to time (including independent Contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this agreement.

If any term of this Agreement is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this Agreement including any part of such term which is not held to be invalid shall not be prejudiced or affected and shall continue to apply subject to such amendment. Any additions or alterations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.

By accepting the terms and conditions of THE CHARTER AGENCY, the Contracting Party accepts the booking terms and conditions of all Suppliers and Sub Contractors to THE CHARTER AGENCY In so much The Contracting Party agrees to be bound by all terms relating to Security / Damage deposits, in relation to yacht charter, equipment hire and accommodation.

Any dispute or legal action arising out of or in connection hereof shall be filed in the proper courts of Makati City, Philippines to the exclusion of other courts.

CONFORME: CLIENT DATE & SIGNATURE OVER PRINTED NAME