

PARTNERSHIP AGREEMENT



URBANMESSAGE

THIS AGREEMENT amended 4th November 2014

Parties

The parties to this Partnership Agreement (Agreement) are:

The “**Provider**” **Urban Massage Ltd** – Reg Company. 8771289 of 3B New Broadway, Ealing, London W5 5AW

and

The “**Engager**”

1. Background

- 1.1. The Engager hereby engages the services of the Provider and the Provider hereby agrees to deliver such services, each in accordance with and under the terms of this agreement.
- 1.2. The Engager agrees to be **exclusive** by way of not engaging the services of other in-house / mobile massage providers in conjunction of this contract being in effect, unless otherwise agreed with the account manager in writing.
- 1.3. In providing the engaged services, the Provider shall:
 - a) pass on details of mobile massage bookings to our vetted, qualified and fully insured therapists who are the providers of mobile massage treatments.
 - b) ensure all Therapists we pass on booking details to have consistently delivered exceptional quality of massage treatments and customer service – those have also passed the Provider’s in-house training academy
 - c) grant usage and provide access to the Urban Massage Partnership Portal at no cost, a portal to enable the Engager to make, to manage/amend, to cancel massage booking reservations
 - d) provide access to an account manager to effectively manage this partnership
 - e) provide ad-hoc consultation (at the Provider’s discretion) with marketing of massage treatments including but not limited to: generating massage menus, advise to increase the number of bookings within the hotel and related matters to improve booking conversions.
 - f) provide massage tables to facilitate the treatments carried out by the Therapists
 - g) settle all Earnings due to the Engager in accordance to the Prices and Payments (Clause 3) as set out in this document
- 1.4. In receiving the engaged services, the Engager shall:
 - a) acknowledge, agree and understand that the Provider does not provide the mobile massage services, and the Provider is not a mobile massage provider. It is up to the third party Therapist to offer mobile massage services which may be scheduled through use of the software or service. The company does not intend to provide mobile massage services or act in any way as a mobile massage provider, and has no responsibility or liability for any mobile massage services provided to you by such third parties.
 - b) use the Provider’s services on an exclusive basis and shall not engage in the services of any other mobile massage or in-house massage providers, unless otherwise agreed with the account manager in writing
 - c) actively promote the mobile massage services and agree to place treatment menus in the bedrooms within the hotel
 - d) not disclose confidential information to any known competitors relating to the usage of software and/or the Urban Massage Partnership Portal

- e) settle all Invoices due to the Provider in accordance to the Terms of Payment (Clause 2) as set out in this document

2. Prices and Payments

- 2.1. The Engager shall dictate the amount to charge the Customer (“receiver of the therapeutic services performed by the Therapist”) in Sterling Pounds.
- 2.2. The aforesaid amount in (Clause 2.1) will be communicated to the Therapist via SMS, Email and / or Telephone Call through the use of software provided to the Engager and / or through the Provider.
- 2.3. The Engager can chose from an array of payment options to provide their Customers, including, Cash, Credit Card or Add to Room Bill. Depending on the method of payment chosen by the Engager, the terms vary.
 - a) For cash bookings, please refer to (Clause 2.4)
 - b) For Add to Room Bill, please refer to (Clause 2.5)
- 2.4. In circumstances where the Engager / Customer decides to pay for the treatment in Cash, the Provider agrees to comply and is responsible with the following:
 - a) to collect the stated amount in full from the Customer as referred to by (Clause 2.1)
 - b) to pay the Engager the stated amount referred to in (Clause 2.1) minus the Provider’s Fees as set out in this document (Clause 2.6).
 - c) to settle the commission earned on site on the day of purchase in cash. The Provider will pay the Engager the commission amount (Clause 2.6).
- 2.5. In circumstances where the Engager / Customer decides to pay for the treatment by Add to Room Bill, the Engager agrees to comply and is responsible with the following:
 - a) to collect the stated amount in full from the Customer as referred to by (Clause 2.1)
 - b) to pay the Provider the stated amount referred to in (Clause 2.1). This will be the total paid by the client minus the Engager’s Commission as set out in this document (Clause 2.6).
 - c) to settle the net rate earned on site on the day of purchase in cash. The Engager will pay the Provider the net rate amount (Clause 2.6).
- 2.6. **Provider’s Fees**
As previously agreed with Urban Massage and your account manager. Please see the ‘My Account’ section which details the net rate for The Provider and commission for The Engager.

3. Service Operations

- 3.1. In the unlikely event the Therapist chosen for a confirmed booking is unavailable to perform their duties, the Provider will find a suitable alternative to deliver the treatment.
- 3.2. In the event a customer cancels a booking, the Engager must update the booking accordingly via the Urban Massage Partnership Portal.
- 3.3. In the unlikely event of injuries or damages caused during the Therapist’s duties, the Engager must notify their Account Manager immediately. Afore said, all Therapist are fully insured and they will indemnify damages inflicted by their actions.

4. Warranties

- 4.1. By using the software or service provided by the Provider, you expressly represent and warrant that you are legally entitled to enter this Agreement.
- 4.2. By using the software or the service, you agree that:
 - a) You will only use the Service or Software for lawful purposes; you will not use the Service for sending or storing any unlawful materials or for fraudulent purposes.
 - b) You will not impair the proper operations of the network
 - c) You will not try to harm the Service of Software in any way whatsoever

- d) You will not copy, or distribute the Software or other content without written permission from the Provider
- e) You will only use the Software and Service for the use of this Partnerships and will not resell it to a third party
- f) You will keep secure and confidential your account password or any identification provided to you which allows access to the Service. This includes the use by yourself and your agents.
- g) You will provide us with whatever proof of identity the Provider may reasonably request
- h) You will only use an access point of data account which you are authorised to use.

5. Confidentiality

- 5.1. The Engager agrees not to use or divulge to any person, customers or organisation outside the Engager's organisation, any confidential information except as required by law.
- 5.2. The aforesaid in (Clause 5.1) applies both during and after engagement with the Provider. Examples of confidential information include, but not limited to:
 - a) Trade secrets (including without limited to this agreement, manuals or similar)
 - b) Sensitive or non-routine correspondence
 - c) Knowledge in the workings of the Provider's software
 - d) Legal agreements
 - e) Any information which you know or ought reasonably to know is confidential which comes to your knowledge in the course of your engagement.
- 5.3. The Provider agrees to use their best endeavours to prevent the use or disclosure of confidential information. It should be remembered that it is possible to divulge information by means of unguarded conversations or by accidentally allowing documents to be read or copied.

6. Non-entice of Therapist / Employees or Consultants of the Provider

- 6.1. The Engager agrees during and for a period of 12 months after the date of termination of this Agreement with the Provider, for whatever reason, the Engager must not, on the Engager's own behalf or on behalf of any other person, firm or company directly or indirectly solicit or interfere with, or endeavour to entice away from the Provider, any person, firm, company or entity who was an Therapist, Employee or Consultant of the Provider (including, but not limited to, consultants and managers appointed to the market the Provider's products).

7. Termination

- 7.1. Either party may serve a termination notice of this Agreement. The notice to be given by the Engager is 4 weeks and the termination notice to be given by the Provider is 4 weeks.
- 7.2. Immediately upon this the Termination of this Agreement becomes in-effect, the Engager agrees for the Provider to send representatives to collect Massage Tables stored within the premises, uninstall / deactivate the usage / access to the software or service. Remove of all materials, manuals and such (excluding Legal Agreements) that may reveal any confidential information.
- 7.3. Upon termination of this Agreement, the Engager has 30 working days to settle all balances owed to the Provider. The Provider has 30 working days to settle all balances owed to the Engager. The monies should be paid via BACs transfer to the account stated in the invoice issued at the time.

8. Variation of Agreement

- 8.1. At times, the Provider may reasonably introduce / replace or amend this Agreement, the new terms introduced will supersede any terms set out in this Agreement.
- 8.2. You will be reasonably informed of the changes by writing and will have a period of 7 days to revoke / object or to decline the amendments. If you chose to revoke, object or decline the new terms, your account manager will discuss with you reasonable next steps. During the discussions, the terms set out in this agree will govern the relationship until next steps are mutually agreed.

9. Signing this Agreement

- 9.1. By ticking 'agree to terms and conditions' you accept all terms laid out in this document on behalf of The Engager.