



ONLINE MARKETING PROGRAMME AGREEMENT

The SpaFinder Online Marketing Programme provides marketing and new business opportunities to our Partners. Partners are invited to participate subject to the following terms and conditions:

Confirm Programme Type:

Professional Listing.

Choose Payment Preference: £25/month (*Direct Debit only*) £250/year BEST VALUE! (Annual Invoice)

Basic Listing. I understand the annual administration fee is £50/year (Annual Invoice)

A. SpaFinder Responsibilities:

1. Website Listing: Professional or Basic Directory Listing, as agreed.
2. Website updates: keep property overviews up to date with information (as supplied) and will post Deals/Special Offers (not Basic Listing)
3. Marketing and Promotion: SpaFinder will promote Partner services and the sales of SpaFinder Gift Vouchers and Gift Cards through multiple channels including corporate gift programs, travel agents, web affiliate partners and the SpaFinder web sites.
4. Payment: SpaFinder will reimburse Partners within 10 working days of receiving a valid SpaFinder Gift Voucher or Gift Card.
5. Expiration: Gift Vouchers are subject to the expiration date set forth on the face of the Gift Voucher (where applicable), after which they are NOT VALID. SpaFinder will, however, honour Gift Vouchers and Gift Cards presented for redemption up to six (6) weeks after their expiration date. SpaFinder Gift Cards which are NOT ACTIVATED are not eligible for redemption.
6. SpaFinder will safeguard Gift Vouchers and Gift Cards data by retaining detailed records of the serial number, value, and recipient.

B. Partner Responsibilities:

1. Partner agrees to provide information on a timely basis and will keep SpaFinder informed of product, treatment and business changes on an ongoing basis, including Deals/Special Offers to maximise customer referrals (not Basic Listing)
2. Partner agrees to accept SpaFinder Gift Vouchers and Gift Cards for all products and services at their facility.
3. Partner agrees to abide by the SpaFinder policies and procedures and the Voucher/Card Redemption Instructions issued from time to time and specifically agrees to check the validity of all Gift Vouchers (expiry date) and Gift Cards (activation), without exception. Failure to comply with this may mean that invalid Vouchers and Cards will not be redeemed.
4. Partner agrees to have all managerial, reception/customer facing staff fully briefed on the Voucher/Card redemption requirements.
5. Partner will use the ONLINE REDEMPTION SYSTEM for both speed and security. Card/Vouchers will be redeemed at a 17% discount to the face value of the Gift Voucher or Gift Card. The Partner will retain 100% of any and all sales in the excess of the face value of the Gift Voucher or Gift Card.
6. Partner acknowledges that SpaFinder reserves the right to change the look of its Gift Vouchers or Gift Cards from time to time, particularly in connection with an arrangement with a corporate partner.
7. If Partner is uncertain about the validity of a SpaFinder Gift Voucher or Gift Card, Partner must call SpaFinder on +44 (0) 870 121 6066 for clarification/authorisation before accepting the Gift Voucher or Gift Card.

C. Miscellaneous

1. The term of this Agreement is one (1) year commencing from the date of online listing going live and will renew automatically for successive one (1) year term limits unless cancelled in writing with a 30-day notice by either party. Either party may cancel this agreement with 30-days written notice.
2. This Agreement shall be governed and interpreted in accordance with the laws of England.
3. SpaFinder and the Partner are independent contractors and neither party is the legal representative, agent, joint venture, partner, or employee of the other party.
4. Either party may assign this agreement by providing the other party a 30-day written notice, provided that the assignee agrees to be bound by the terms and conditions of this agreement.
5. SpaFinder and the Partner each agree to preserve and protect the terms and conditions of this Agreement as well as the confidentiality of each other's non-public business information, and will not disclose such confidential information to third parties without prior written consent. This paragraph shall survive the termination or expiration of this Agreement.
6. Each party shall indemnify, defend and hold the other party and the other party's officers, directors, partners, agents, employees, affiliates and licensees harmless from and against any and all claims, damages, liabilities, judgments, costs and expenses (including reasonable attorney's fees and disbursements) arising out of any breach of its representations or warranties to the other party, or any material breach of its covenants or agreements made to the other party hereunder. Partner shall indemnify, defend, and hold SpaFinder harmless from and against any and all claims, damages, liabilities, judgments, costs, and expenses (including reasonable attorney's fees and disbursements) arising out of any action brought by any third party relating to the services provided (or not provided), or actions or (failure to act), of Partner or any of its representatives or any other individual or entity, including, without limitation any action brought in connection with any particular visit to Partner's property. This paragraph shall survive the termination or expiration of this agreement.

My menu includes beauty and makeover treatments. I would like to join the Glambition Programme under the same terms and conditions at NO extra cost.

BUSINESS NAME: _____

Name/Title: _____

Signature: _____

Date: _____

REMINDER: YOU MUST CHECK GIFT VOUCHER EXPIRY DATES AND GIFT CARD ACTIVATION BEFORE ACCEPTING AS PAYMENT.

Fax + 44 (0) 870 121 6067 or e-mail to partner@spafindereurope.com