

# Salon Wish Partner Agreement

*SpaFinder has established the Salon Wish Programme to provide marketing and business development opportunities to its Partners. Salon Wish provides a branded Salon Wish Gift Voucher and Salon Wish Gift Card that are sold to corporate customers and consumers, and are redeemable through a network of salons and salon spas that accept the Salon Wish Gift Voucher and Gift Card as tender for the payment of goods and services. The Partner will participate in the Salon Wish programme in accordance with the terms and conditions detailed below:*

## **A. Salon Wish will provide to Partner:**

1. **Website Listing:** A “basic listing” for Partner on the Salon Wish web site for no initial cost.
2. **Marketing and Promotion:** Salon Wish’s Partners will be highlighted where appropriate for media enquiries. Salon Wish will promote the sales of Salon Wish Gift Vouchers and Gift Cards through multiple channels including corporate gift programmes, travel agents, web affiliate partners, and the Salon Wish web site ([www.salonwish.co.uk](http://www.salonwish.co.uk)).
3. **Payment:** Salon Wish will pay Partner by electronic bank transfer within 10 business days of receiving the Salon Wish Gift Voucher or Gift Card by mail or via the online redemption system.

## **B. The Salon Wish Partner will:**

1. **Accept Salon Wish Gift Vouchers and Gift Cards:** In addition to Partner’s own gift voucher programme (if applicable), Partner agrees to accept Salon Wish Gift Vouchers and Gift Cards for all products and services at the Partner facility(ies) the same as cash, without exception or exclusion. The Partner will deliver the Gift Voucher or Gift Card to Salon Wish (or use the online redemption system) to be redeemed less a 17% marketing fee. The Partner will keep 100% of any and all sales revenue in excess of the face value of the Gift Voucher or Gift Card.
2. **Abide by Salon Wish Fraud Protection Measures.** Partner agrees to abide by any fraud protection programmes that Salon Wish implements from time to time in order to protect both Salon Wish and Partner from fraudulent use of Gift Vouchers and Gift Cards. Partner acknowledges that Salon Wish reserves the right to change the look of its Gift Voucher or Gift Card from time to time, particularly in connection with an arrangement with a corporate partner. If Partner is uncertain about the validity of a Salon Wish Gift Voucher or Gift Card, Partner must call Salon Wish at 0870 121 6066 for clarification before accepting the Gift Voucher or Gift Card. For increased security protection, Salon Wish safeguards Gift Vouchers and Gift Cards by having detailed records of the Gift Voucher or Gift Card number, value, and name of recipient. Partner’s failure to abide by such programmes may limit or preclude Partner’s reimbursement for any Gift Voucher or Gift Card.

- C. Special SpaFinder Promotional Opportunity (only available to qualifying Day Spas or Salon Spas).** Your day spa/salon spa (only) can benefit from the additional marketing power of SpaFinder by agreeing to market your spa with both SpaFinder and Salon Wish. If you join the SpaFinder Partner Programme in addition to the Salon Wish Partner Programme, you will benefit from the extensive marketing and promotional opportunities from the worldwide network of SpaFinder websites, including a Free Directory Listing and the SpaFinder Gift Voucher and Gift Card programme (terms & conditions as Salon Wish).

## **D. Miscellaneous**

1. The term of this Agreement is one (1) year commencing from the date of signature and will renew automatically for successive one (1) year terms unless cancelled in writing with a 30-day notice by either party. Either party may cancel this agreement with 30-days written notice. If Partner cancels this Agreement, Partner will be precluded from entering into any marketing arrangement with Salon Wish for one (1) year thereafter.
2. All payments due shall be paid directly to the Partner. Salon Wish cannot make payments to any other 3rd party.

Confidential

Post or Fax Signed Agreement to:

Salon Wish, 3 Doolittle Yard, Ampthill, Beds, MK45 2NW or 0870 121 6067 (fax)

3. This Agreement shall be governed and interpreted in accordance with the laws of England & Wales.
4. Salon Wish and Partner are independent contractors and neither party is the legal representative, agent, joint venturer, partner, or employee of the other party.
5. 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.
6. Salon Wish and 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.
7. Each party shall indemnify, defend and hold the other party and the other party's directors, partners, agents, employees, affiliates and licensees harmless from and against any and all claims, damages, liabilities, judgments, costs and expenses (including reasonable legal 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 Salon Wish harmless from and against any and all claims, damages, liabilities, judgments, costs, and expenses (including reasonable legal 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.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement and any attachments constitutes the entire agreement between Salon Wish and Partner with respect to the subject matter hereof, and supersedes all prior, whether written or oral, between the parties with respect to such subject matter.

**Salon Wish, a division of SpaFinder Europe**

**Salon Wish Partner**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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