

**SERVICE PROVIDER AGREEMENT**

BETWEEN:

Coordz Limited, an online service platform owned and operated by Coordz Ltd with company registration number 10244167, incorporated under United Kingdom Law and with its registered office at Number 8 Pavilions, Cranmore Drive, Solihull, B90 4SB.

and The Service Provider:

Service type:	
Registered Company Name:	
Postal Address:	
VAT number:	
Total Number of Meeting Venues or Units	
Name of Primary Contact:	
Phone:	
Email:	

Coordz Limited operates a website enabling service providers to advertise their services, products and venues to end-customers and through which the end-customers can reserve and book the services, products and venues of service providers,

The Service Provider operates a venue(s) or provides the service defined above, wishes to utilise the website operated by Coordz Limited,

Coordz Ltd offers service providers various payment options – monthly fee or a “per confirmed & invoiced booking” fee

For the “per confirmed & invoiced booking” fee, in consideration of the mutual premises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Commission Percentage: **7.5% of the total invoice value before VAT**

The final invoice is to be processed through the Coordz website. Failure to disclose the final invoice for commission calculation purposes could lead to legal action being taken to recover monies due to Coordz Ltd, and will also incur legal fees and other charges.

With reference to the Commission Section of the Service Provider Agreement, the general commission percentage shall be the above mentioned (excluding VAT) and it is payable within 28 days after the service provider issues its final invoice to the customer. Payment is to be made via bank transfer to the bank account in the name of Coordz Ltd.

Coordz Limited

The Service Provider

<b>Lisa Jobins</b>	<b>Name of Authorised Representative</b>
Sales Manager	Position or Title
Date	Date



# Service Provider Agreement

## TERMS and CONDITIONS

### 1. RIGHTS AND OBLIGATIONS OF THE PARTIES

1.1. Coordz Limited provides the Service Provider an access to a platform on which it may offer its event venue and services/products on the website Coordz.com (the "Website"), and through which customers (the "Customers") can book such services or products.

1.2. The Service Provider provides all advertisement information and content about the offered Products. The Service Provider ensures that all content is accurate, up-to-date and complete in all respect.

1.3 Coordz Limited reserves right to review all information and content submitted by the Service Provider to be displayed on the Website and may choose in its sole discretion not to display or cause to be displayed any content that is untrue, inaccurate, incomplete, or misleading or that it deems inappropriate for any reason.

1.4. Coordz Limited reserves right to modify the Website and all content or software used or contained in the Service, at any time. It is prohibited to re-sell, deep-link, use, monitor, download, copy, display, or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

1.5. All Site design, text, graphics, the selection arrangement, and all software compilations, underlying source code, software, and all other material on this Site are copyright of Coordz Limited.

1.6. Coordz Limited intermediates details of bookings and Quotation Requests to the Service Provider within the Website. The details included in the booking or Quote Request reflects any information entered by the Customer when making the booking or Quote Request. Coordz Limited is not responsible for the truth or accuracy of such information and will not be liable to the Service Provider for any losses caused by the content of the booking or Quote Request.

1.7. Coordz Limited is an intermediary between the Service Provider and Customer. Coordz Limited does not conclude contracts with the Customer on behalf of the Service Provider, or act as an agent to the Service Provider. A separate legally binding contract between the Service Provider and Customer is formed when the Customer has accepted the offer made by the Service Provider.

1.8. The Service Providers ensures that any Product or service booked by a Customer is available at the agreed times.

1.9. The Service Provider ensures that its cancellation and refund policy is communicated clearly to the Customer and that it will comply in all respects with such cancellation policy.

1.10. The Service Provider agrees to promptly acknowledge any complaints by Customers, and to follow their own complaints procedure, which the Customer should be made aware of at the time of booking.

1.11. The Service Provider agrees to inform Coordz Limited if it wishes to refund a Customer for any reason other than due to the applicable cancellation policy. Coordz Limited will decide in its sole discretion whether such refund will be made and whether and by how much the relevant Commission will be reduced.

### 2. COMMISSION AND FEES

2.1. Where the Commission option is selected as the preferred account type and payment method, Coordz Limited is entitled to Commission for each concluded reservation, booking and all other services and products included in the booking and subsequent event provision booked by the Customer from the Service Provider through the Website. This applicable to all service providers that have not opted for the monthly payment fee.

2.2. Registration and creating a user account, as a Service Provider, is free of charge to those choosing the Commission option. One service provider can have a maximum of one billing address.

2.3. Amount of Commission payable is 7.5% (exc VAT) of the total value of bookings, products &/or services made through the Website unless agreed otherwise. Amount of Commission is calculated from the final invoice to the customer. Coordz Limited is entitled to raise the amount of commission with a written notice two (2) months beforehand. If the Service Provider does not accept the raise, the Service Provider is entitled to terminate this Agreement with a written notice ending the Agreement as of effect when the new amount of commission would come into force.

2.4. Parties may agree on higher or lower commission percentage as deemed necessary, this could apply to a single reference or a specified period of time. This must be agreed between Coordz Finance Manager (no other employee) and the service provider and be documented at least with new percentage, duration (one-off or period of fixed time).

2.5. Coordz Limited will not be liable to the Service Provider where it is unable to collect payment in full or at all from the customer.

2.6. Coordz Limited will invoice any commission fees plus any VAT from the Service Provider in respect of the bookings the day (or nearest working day) following the invoice from the Supplier to the Customer. The invoice must be sent to the Customer through the Coordz site, even if it is delivered via another method. The Service Provider will pay the invoice within 28 days of the date of the invoice from Coordz to the Service Provider.

2.7. If the Service Provider fails to make any payment due to Coordz Limited under this agreement by the due date for payment the Service Provider agree to pay interest on the overdue amount at the rate of 4% per annum above United Kingdom Banks base rate starting from the date payments were due to have been settled.

2.8. Termination of this agreement, howsoever arising, does not affect the continuation in force of the Service Provider's obligation to pay Commission and VAT to Coordz Limited.

2.9. Where the Monthly payment option is selected, the Service provider agrees to set up a recurring payment to Coordz Ltd of £45 + VAT which is payable on the date in following months (or as near to the date) that the payment was originally made.

2.10 Where a promotional amount less than £45 +vat has been applied, this will be a one-off offer, and subsequent payments will go to the standard charge of £45+vat, on the date in following months that the payment was originally made. Any promotional amount is only available on initial sign up, cancellation of the monthly subscription followed by a request for a new subscription will be charged at the full rate at time of application. There is no end timescale to this clause.

2.11 Termination of Monthly payment option can be made by notifying Coordz Ltd with no less than 1 calendar month's notice.

2.12 Coordz reserves the right to increase the monthly payment amount with a written notice two months before the proposed raise. If the service provider does not accept the raise, the Service Provider is able to cancel the monthly payment with the usual notice of one month.

### 3.WARRANTIES

3.1 Each Party warrants for the duration of this agreement that it has full power and authority to enter into and perform its obligations under this agreement, and that it has all licenses, authorisations, consents, permissions, insurances and permits necessary for it to perform its obligations under this agreement.

3.2 The Service Provider warrants that it has all the rights in respect of the content provided to be published in the Website, and that the content is true, accurate and complete in all respects and not misleading in any respect.

3.3 The Service Provider acknowledges that whilst Coordz Limited uses reasonable endeavours to ensure that use of the Website will be uninterrupted and error free (except during planned maintenance) Coordz Limited makes no warranty as to the availability or functioning of the Website and will not be liable to the Service Provider for any losses incurred as a result of the Websites being unavailable or not functioning correctly.

3.4 The Service Provider will comply with all laws applicable to the exercise of its rights or the carrying out of its obligations under this agreement.

### 4. INDEMNITIES

4.1 The Service Provider indemnifies Coordz Limited against all liabilities, costs, expenses, damages and losses (including all reasonable legal and other professional costs and expenses) suffered or incurred by Coordz Limited arising out of or in connection with any claim made by a Customer in relation to purchasing, booking or requesting for proposal of Products or Services from the Service Provider via the Website. Especially in respect of inaccurate, untrue, incomplete or misleading content or other information relating to the Service Provider; any unavailability for any reason of Products or any other services booked by that Customer; the functioning or availability of any equipment, the cleanliness, physical state or fitness for purpose of the Venue or any related services; any other act or omission of the Service Provider; the Service Provider's breach or negligent performance or non-performance of this agreement; or any claim made against Coordz Limited for actual or alleged infringement of a third party's Intellectual Property Rights arising out of content or information provided by the Service Provider.

### 5. LIABILITY

5.1. Coordz Limited will in no circumstances have any liability for any losses or damages, direct or indirect, which may be suffered by the Service Provider for using the Website.

5.2. In any case, the total liability of Coordz Limited, whether in contract, tort (including negligence) or



otherwise will in no circumstances exceed a sum equal to the lower of:

a) the amount of Commission (exclusive of VAT) it has received from the Service Provider in the 12 months prior to the occurrence of the event giving rise to liability; or  
b) £10,000.

5.3. Clause 5.1 will apply to the fullest extent permissible by law.

5.4. For clarity, Coordz Limited will have no liability to the Service Provider or any other person for any acts or omissions of a Customer.

## 6. CONFIDENTIALITY

6.1 Each party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, clients, customers or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2.

6.2 Each party may disclose the other party's confidential information:

a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement.; and

b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

6.3 No party will use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## 7. COMMENCEMENT AND DURATION

7.1. Termination of Monthly payment option can be made by notifying Coordz Ltd with no less than 1 calendar month's notice.

7.2 For a business opting for the Commission payment, 1 month's notice can be given to terminate following receipt of last commission payment due from the company to Coordz.

7.3 With a commission payment agreement, the company is obliged to pay commission for any events not yet carried out, or undertaken but not yet paid commission.

7.4 A company may change from a commission agreement to a monthly payment option by giving 1 month's notice. However, commission payments will still be due on all bookings quoted for and accepted prior to the change in agreement type.

7.5 A company may change from a monthly payment agreement to a commission option by giving 1 months notice.

## 8. TERMINATION AND SUSPENSION

8.1 Without affecting any other right or remedy available to it, both Parties may terminate this

Agreement by giving a written notice to the other party at latest one (1) month prior to the expiry of the fixed period as defined in 7.2.

8.2. Coordz Limited may immediately remove, or cause to be removed, any content from the Website and refuse to place or cause to be placed any new content on the Website if any content is untrue, inaccurate, incomplete or misleading, or in any other case Coordz Limited considers this necessary in its sole discretion. Any improper content or action (on Service Provider's side) described in this paragraph, or an attempt of such action may lead to immediate Termination or Suspension of this agreement without a notice if Coordz Limited considers this necessary in its sole discretion.

## 9. CONSEQUENCES OF SUSPENSION OR TERMINATION

9.1 The Service Provider agrees to continue to honour any Bookings or Request of Proposals made during the term of the agreement during a Suspension or after the agreement is terminated.

9.2. Termination of this agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

9.3. Upon termination of this agreement, Coordz Limited removes all information and content concerning the Service Provider from the Website within a reasonable time.

## 10. MISCELLANEOUS

10.1 Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

10.2. This Agreement, Terms & Conditions of Coordz Limited, and when applicable Signature Page, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. In the relationship between Coordz Limited and the Service Provide, in case of conflict, this Agreement prevails over the Terms & Conditions.

10.3. Each party acknowledges that in entering into this agreement it does not rely on, and will have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

10.4. Nothing in this Agreement will limit or exclude any liability for fraud.

10.5. Coordz Limited may amend any term of this agreement (excluding clause 2.3 & 2.12) from time to time on 10 days' notice for any reason. If Coordz Limited exercises its right to amend, the Service Provider may terminate this agreement during the 10 day notice period.

10.6. Any notice given to a party under or in connection with this agreement can be sent in written to the address of the registered office of the party or by email to the email address provided by the party.

## 11. WAIVER AND SEVERANCE

11.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

11.2. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this agreement.

## 12. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, will have any right to enforce any of its terms.

## 13. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of United Kingdom, excluding its choice of law rules.

## 14. JURISDICTION

Nothing in this clause will limit the right of Coordz Limited to take proceedings against the Service Provider in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

