

SERVICE AGREEMENT CONTRACT

Between Spaceminds Agency and Shilla Retreats

Effective Date: _____

This Service Agreement (“Agreement”) is made between:

Spaceminds Agency, a registered technology and digital services provider in Zambia (hereafter referred to as “Service Provider”),
and

Shilla Retreats, a guest house/lodge/restaurant business located in Zambia (hereafter referred to as “Client”).

Together referred to as “the Parties.”

1. SERVICE PACKAGE

The Client agrees to subscribe to the **Growth & Visibility Package**, which includes:

1.1 Full HMS & Compliance Suite

- ZRA Smart Invoice automation
- Offline-first dashboard
- Direct Booking Engine
- QR Digital Menu System

1.2 OTA (Online Travel Agency) Management

Platforms covered:

- Airbnb
- Trip.com

- Booking.com

Services include:

- Listing creation & optimization
- Price and availability synchronization
- Guest vetting (Airbnb)
- Monthly updates to improve ranking & visibility

1.3 Social Media & Engagement

Platforms:

- Facebook
- TikTok

Deliverables:

- 3 professional posts per week
- 2 short-form videos/Reels per month
- DM & comment response for general inquiries
- Lead redirection to booking link

2. PAYMENT TERMS

2.1 Subscription Fees

The Client agrees to pay:

- **K4,000 per month**
OR
- **K10,000 for 3 months upfront** (discounted)

Payment is due **on or before the 1st of every month** unless paid quarterly.

2.2 Additional Costs

- Paid advertising budget (Facebook/TikTok boosts) will be billed at **5%–10% of the monthly service fee**, depending on campaigns.
- Any custom video shoots, photography, or travel costs will be billed separately if required.

2.3 Late Payments

Late payments exceeding 7 days may result in service suspension until the account is settled.

3. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide **high-quality photos/videos** monthly OR allow on-site access for Spaceminds to collect media.
- Provide accurate room rates, availability, house rules, and operational updates.
- Notify Spaceminds immediately of fully booked dates, maintenance issues, or pricing changes.
- Ensure reliable communication with Spaceminds for approvals and operational coordination.

4. SERVICE PROVIDER RESPONSIBILITIES

Spaceminds Agency agrees to:

- Deliver all services described in this Agreement professionally and on schedule.
- Maintain confidentiality of Client information.
- Represent the Client's brand professionally across all platforms.
- Respond to general inquiries on behalf of the Client.
- Forward urgent/operational issues directly to the on-site manager.

5. LIMITATIONS OF SERVICE

The Client acknowledges that:

- DM management does **not** include handling internal operational issues such as room changes, customer disputes, maintenance requests, or refunds.
- OTA algorithms and ranking improvements are influenced by external factors beyond the Service Provider's control.
- The Service Provider is not liable for outages or technical disruptions with platforms such as Airbnb, Trip.com, Booking.com, Facebook, or TikTok.

6. INTELLECTUAL PROPERTY

- All content created by Spaceminds (graphics, video edits, captions, etc.) during the subscription remains the property of Spaceminds until full payment is made.

- After payment, ownership transfers to the Client.
- The HMS platform remains the intellectual property of Spaceminds Agency.

7. TERM & TERMINATION

7.1 Contract Duration

This Agreement is a **month-to-month** or **3-month** contract depending on the chosen plan.

7.2 Termination by Client

The Client may terminate the Agreement with **30 days written notice**.

Refunds are **not** issued for unused days on monthly or quarterly plans.

7.3 Termination by Service Provider

Spaceminds may terminate the Agreement if:

- The Client breaches payment terms
- The Client provides false or misleading information
- Toxic or abusive communication is directed at staff

8. CONFIDENTIALITY

Both Parties agree to keep all business, financial, customer, and operational data strictly confidential.

9. LIMITATION OF LIABILITY

Spaceminds Agency shall not be liable for:

- Platform outages
- Guest behavior
- Booking cancellations or disputes
- Mismanagement by on-site staff
- Losses caused by third-party systems

The maximum liability shall not exceed the amount paid by the Client in the month of the incident.

10. GOVERNING LAW

This Agreement is governed by the laws of the **Republic of Zambia**.

11. ACCEPTANCE & SIGNATURES

By signing below, both Parties agree to all terms outlined in this Agreement.

For Spaceminds Agency

Name: _____

Signature: _____

Date: _____

For Shilla Retreats (Client)

Name: _____

Signature: _____

Date: _____