**Agreement**

This **agreement** (“Agreement”) is entered into on …………………………….. by and between

**Happay……………..,** a company registered under Companies Act, 1956/2013 having its registered office at ……………………………(hereinafter referred to as "**Happay**" which expression shall mean and include its successors-in-business and permitted assigns);

And

**M/s Kieraya Furnishing Solutions Private Limited**, a company registered under Companies Act, 1956 having its registered office at #34, Techno Park, 1st, 3rd and 4th Floor,4th Block, 80 ft Road, AVS Compound, Ejipura, Kormangala, Bangalore, Karnataka-560034(hereinafter referred to as "**Kieraya**" which expression shall, unless repugnant to the meaning or context thereof, include its successors and assigns) of the Other Part.

Happay and Kieraya are referred to as “Party” in singular reference and as “Parties” in the collective reference in the Agreement, as the context may require.

Whereas Kieraya is engaged in the business of providing furnishing solutions i.e. renting home furniture, home furnishings and renting household appliances.

And Happay is engaged in the business of ………………………

**Whereas,** the Parties have agreed that Kieraya will provide a special offer / discount/benefits for Happay customers members on its furniture rental services for a period starting from (start date) and ending on (end date) for (Offer period), the details of which are more particularly described in Annexure A of this Agreement. However, Kieraya has the right to alter/modify/vary the offer/discount as mentioned in the said Annexure and with 1 months advance notice to Happay. However, such variation/modification shall be effective only upon written confirmation by Happay of such variation/modifications.

Now, therefore, for good and valid consideration, the sufficiency of which is hereby duly acknowledged by both Parties, Kieraya and Happay agree as follows:

1. Subject to the terms and conditions of this Agreement, Kieraya has agreed to provide an offer for Happay Card members as per the details in Annexure A. Subject to the validity of this Agreement, Happay and Kieraya can have more than one arrangement running during the same period or subsequent period provided each arrangement terms and conditions must be in writing and shall be signed by the Parties.
2. Happay hereby provides a revocable, non-exclusive, limited, non-assignable, non-transferable permission to use the Happay’s Logo and any other material as provided by Happay to Kieraya, (“Happay’s Material”), during the term of this Agreement, to the extent determined by Happay in and in relation to the terms mentioned in this Agreement. Nothing in this Agreement or in any offer shall be interpreted or construed to mean that Happay has provided any license to Kieraya for the use of Happay’s Material. Any term contrary to this section as contained in any offer(s) or any other document shall be null and void. Kieraya hereby provides irrevocable, non-exclusive, limited, non-assignable, non-transferable permission to use the Kieraya’s Logo and any other material as provided by Kieraya to Happay, (“Kieraya’s Material”), during the term of this Agreement, and in relation to the terms mentioned in this Agreement. Kieraya represents that Kieraya has a lawful right to grant Happay permission to use Kieraya Material in promoting the Program/Offer.
3. In order to promote the Program/offer, both the parties shall have right to view the creative collaterals of each other before circulating the same to any third party.
4. Kieraya and Happay recognizes and acknowledges the exclusive rights, title and proprietary interest of each other and ownership of each party’s various respective trademarks, service marks, logos and/or any other intellectual property and shall not claim any rights, title or interest in the same or any part of it. Kieraya and Happay mutually agree not to use each other’s name, trademarks, service marks, logos or any other intellectual property assets in any manner whatsoever, except to such limited extent as specified hereunder or as may be specifically agreed to and in the manner so authorized by the parties in writing.

In the performance of this Agreement, Kieraya and Happay may have access to confidential proprietary or trade secret information owned or provided by each party ("Confidential Information") All Confidential Information supplied by Happay to Kieraya and vice versa pursuant to this Agreement shall remain the exclusive property of either party. Either party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party.

1. Either party shall not have any obligation with respect to Confidential Information which (i) is or becomes generally known to the public by any means other than a breach of the obligations of either party; (ii) was previously known to parties or rightly received by either party from a third party; or (iii) is independently developed by parties.
2. The Parties hereby represent and warrant that the Parties have the authority and the right to enter into this Agreement and that their obligation hereunder are not in conflict with any other obligations and that they do not violate any law, rule or regulation and that the Parties hereto are in consonance with all applicable laws, rules and regulations by which such Parties may be governed. The Parties hereto agree that they shall comply at all times with all applicable laws, rules, regulations and codes.
3. The Parties hereby agrees to indemnify and hold the other harmless at all times from any loss, claim, damage, costs, duties, penalties, interest thereon or expenses of similar kind, including reasonable attorney’s fees and legal costs to which such Party may be subjected, inter alia by virtue of (i) any material breach of the terms of this Agreement; or (ii) any contravention and/or non-compliance on the part of a Party with any laws, rules and regulations as may be applicable to this Agreement from time to time; or (iii) on account of any act of gross negligence, misfeasance or fraud by the other Party. Neither Party shall be liable to the other for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this agreement including, without limitation, damages for loss of business profits, business interruption, loss of business information, and the like, even if such Party has been advised of the possibility of such damages.
4. This Agreement shall come into force from (start date) and shall remain in force for the period of the program ending on (end date) for (“offer period”), unless sooner terminated after giving advance written notice of 30 days by either party under the provisions of this Agreement. Upon completion of the Term, the Parties may mutually renew this Agreement upon terms and conditions mutually decided by them.
5. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee, between the Parties hereto or any affiliates or subsidiaries thereof or, between the employees, officers, personnel, agents of either Party and the other Party, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and Permitted Parties and nothing herein express or implied shall give or be construed to give any person other than the parties hereto any legal or equitable rights hereunder.
6. Any notice to be given by any Party in relation to this Agreement shall be in writing and shall be served personally or sent by prepaid registered post or courier to the respective addressee at the address set forth below:

Happay: ……….

Address:

Email id:

Phone No.:

Kieraya: Mr. Ajith Mohan Karimpana-Managing Director

M/s Kieraya Furnishing Solutions Private Limited

 #34, Techno Park, 1st, 3rd and 4th Floor,4th Block,

80 ft Road, AVS Compound, Ejipura, Kormangala,

Bangalore, Karnataka-560034

Email id: ajith@furlenco.com

Any notice delivered personally shall be deemed served when delivered and any notice served by prepaid registered post/courier shall be deemed served when received. In proving service of any notice, it will be sufficient to prove in the case of a letter that such letter was properly stamped, addressed and placed in the post or delivered or left at the current address if delivered personally.

1. If one or more of the provisions hereof shall be held void, invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions herein contained shall not be affected or impaired in any way.
2. This Agreement cannot be amended except by written agreement signed by both the Parties. A Party shall not novate or assign this Agreement to any third parties without the prior written consent of the other.
3. This Agreement is subject to, and shall be governed by and construed in accordance with the laws of India. It is agreed and understood by and between the Parties that they shall carry out this Agreement in the spirit of mutual co-operation and good faith and in case of any dispute or controversies, try to resolve the same amicably between themselves. In case any disputes or differences whatsoever arising out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or breach thereof or claims or demands etc. between the Parties do not get resolved amicably then the same shall be settled under the Indian Arbitration and Conciliation Act, 1996 with each Party being mutually to appointing one arbitrator. Both Parties shall subject themselves to such Arbitrator without any demur or protest and the award made in pursuance thereof shall be final and binding on the Parties. The arbitration shall be in English language. The venue of arbitration shall be at Bangalore, India. The cost of such arbitration shall be borne on the basis of the award passed by arbitration. The Courts in Bangalore shall have exclusive jurisdiction to try any matter arising out of this Agreement or arbitration proceeding hereunder.
4. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

IN WITNESS WHEREOF, authorized officers of the Parties have put their hands on this Agreement on the date and month mentioned above.

|  |  |
| --- | --- |
| ***Acknowledged and Accepted*:**  **Kieraya Furnishing Solutions Private Limited**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: | ***Acknowledged and Accepted:***  **Happay……………………**  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

**Annexure A**

**Annexure 1. Offer Details**

**Offer from Kieraya Furnishing Solution Pvt. Ltd. (Furlenco)**

**Offer 1:** Pay for 3 months upfront get 10% off on the bill

Coupon code: HAPPAY10

**Offer 2:** Pay for 6 months upfront get 15% off on the bill

Coupon code: HAPPAY15

**Offer 3:** Pay for 12 months upfront get 20% off on the bill

Coupon code: HAPPAY20

**Offer Period:** ………………………….

**Happay Customers who shall be eligible:**

**Communication to the Offers:**

The Offers shall be communicated to the Customer/s through emailers/Offer page promotions

**Customer Escalation Process:**

In case of any query pertaining to customer queries/complaints please call customer care at 8088011888 or email at [customercare@furlenco.com](mailto:customercare@furlenco.com)

**Redemption Process:**

1. Go to [www.furlenco.com](http://www.furlenco.com)
2. Choose and book the package you like
3. Please enter the Promo code, proceed to checkout, and pay through your Debit/Credit Card or Net banking.
4. Please pay 1-month rental as security deposit to book
5. Once the order is placed, user would get a link to pay the discounted upfront payment as applicable.
6. Multiple Offers cannot be clubbed together
7. KYC documents to be uploaded on Alliance Partner website.

**Terms and Conditions prescribed to Happay Card Holders:**

* Any dispute or claim regarding the services and must be resolved by the Card Holder/s with Kieraya directly without any reference to Happay.
* Happay reserves the right to disqualify the Card Holder/s from the benefits of the Offer, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Offer or otherwise by use of the Card.
* The Card Holder/s shall be bound by the terms and conditions stipulated by the Kieraya in this regard.
* The Offer is sponsored by the Kieraya and the Card Holder/s shall be bound by the terms and conditions stipulated by the Kieraya in this regard.
* No substitutions or exchange of Offer, other than what is detailed in the communication sent to the Card Holder/s shall be allowed. However, Happay reserves the right to substitute and/or change the Offer or any of them, without any intimation or notice, written or otherwise to the Card Holder/s.

**Terms and Conditions prescribed by Kieraya Furnishing Solution Pvt. Ltd. (Furlenco)**

* This offer is brought to you solely by Furlenco, Happay is only communicating this offer on behalf of Kieraya.
* The Offer is valid till …………………..
* Offer is valid in Mumbai, Pune and Bangalore only
* The aforesaid offer/program cannot be clubbed with any other program of Furlenco.
* Once the Customer subscribes to Furniture Rental Offer of Kieraya thereafter they shall be required to accept and abide by the terms and conditions of Furniture Rental Program of Kieraya.
* The Customer availing the offer shall have comply with the necessary formalities and signing of Furniture Subscription Agreement of Kieraya.
* In case of any default or breach of furniture subscription terms and conditions of Kieraya by the Customer, then Kieraya has right to terminate the offer for that particular Customer immediately without any intimation to Happay.