



THE TRAVEL CLUB FOR HOTEL LOVERS
TRAVEL SERVICES AGENCY AGREEMENT

CONTRACT DETAILS:

Agent:	SMITH GLOBAL LIMITED, a company registered in England & Wales with Company Registration No. 04438845
Agent's Trading Name	Mr & Mrs Smith
Agent's registered address:	2nd Floor Nucleus House, 2 Lower Mortlake Road, Richmond, United Kingdom, TW9 2JA
Agent's representative:	Name: Siena Morrell Title: Experiences Partnerships Manager Email: siena.morrell@smithhotels.com Telephone: +44 7909 770331 Postal Address: Smith Global Ltd, Unit 3.2 Shepherds Building Rockley Road London
Principal:	Visit My Studio (No. 12298570)
Principal's registered address:	The Small House, Loosley Row, Princes Risborough, HP270PF
Principal's Licence number (if any):	
Principal's representative:	Name: Emil Tetzner-Harris Title: Founder Email: emil@visitmystudio.com Telephone: +44 7702 794339 Postal Address: The Small House, Loosley Row, Princes Risborough, HP270PF
Contract Start Date:	5th February 2020
Initial Period	12 MONTHS
Travel Services	all transport, accommodation, excursions, activities, tour guides, experiences, meals, facilities and services (or any of them either individually or in any combination) to be provided by or on behalf of the Principal pursuant to this Agreement.
Exclusivity	NO
Schedules	Schedule 1: Commercial Terms.

Signed by Siena Morrell, Experiences Partnerships Manager

for and on behalf of SMITH GLOBAL LIMITED

Signed by Emil Tetzner-Harris, Founder

for and on behalf of Visit My Studio

Siena Morrell 05/02/2020

Signature & Date

Emil Tetzner-Harris 06/02/2020

Signature & Date

AGREED TERMS & CONDITIONS:

1. TERM

- 1.1. This Agreement will begin on the Contract Start Date and will continue for the Initial Period. Thereafter this Agreement will, unless terminated earlier in accordance with clause 9, continue for successive one (1) year periods unless either Party gives not less than three (3) months' notice to terminate prior to the renewal date (the "Term"). Any extension will, unless otherwise agreed by the Parties in writing, be on the then existing terms (including pricing).

2. APPOINTMENT

- 2.1. By this Agreement the Principal appoints the Agent as its sales and booking agent for the promotion and booking of the Travel Services.
- 2.2. The Agent accepts the appointment and agrees to act as the Principal's agent and perform the other obligations set out in this Agreement. The Agent shall also be permitted to appoint sub-agents for the sale of the Travel Services, should the Agent wish to do so.
- 2.3. The Principal acknowledges and accepts that the Agent may sell the Travel Services as part of a "package", as defined in the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"). Where the Agent sells the Accommodation as part of a package, the Agent accepts responsibility as an "organiser" (as defined in the PTRs) and shall comply with its legal obligations to the customer thereunder, but this shall not affect nor prejudice the Agent's agency status with Principal (and the Principal shall remain the principal in the contract with the customer).

3. THE PRINCIPAL'S OBLIGATIONS

- 3.1. The Principal agrees to provide the Travel Services to customers in accordance with the customer's booking contract with the Principal, as specified in the customer's booking confirmation, including all additional benefits the customer is entitled to as a Mr & Mrs Smith member.
- 3.2. The Principal will ensure that the Travel Services supplied are and will remain throughout the period of this Agreement of a high standard, and will be clean, in full working order and safe for occupation and use by customers and all other third parties.
- 3.3. The Principal will ensure that all personnel provided by the Principal (whether or not employed by the Principal) in connection with the provision of the Travel Services will be appropriately qualified, experienced and capable of performing competently the work or jobs for which they are employed.
- 3.4. The Principal certifies that the Travel Services conform to all planning, licensing and other requirements as may be imposed on it by national, local or other laws or regulations for use by tourists.
- 3.5. The Principal certifies that the Travel Services comply with all applicable laws, regulations and codes of practice.
- 3.6. The Principal must hold or ensure that the relevant third party providing the Travel Services holds all the necessary local valid operating licenses needed in respect of the Travel Services and provision thereof to tourists and shall ensure that these are maintained and remain valid throughout the Term.
- 3.7. The Principal shall permit the Agent's representatives to inspect the Travel Services at any reasonable time on request.
- 3.8. The Principal warrants that any and all information, images and descriptions supplied to the Agent by the Principal concerning the Travel Services are accurate and that the Principal is authorised to use and allow the Agent to use such information, images and descriptions for the promotion and sale of the Travel Services.
- 3.9. The Principal agrees that it is under a duty at all times to act in good faith and not act in any way which might cause damage to the reputation or brand of the Agent.
- 3.10. The Principal agrees to ensure that the availability and pricing provided to MMS is no less favourable to those made available online by the Principal to consumers directly, including but not limited to any special offers, inclusions, and promotional pricing
- 3.11. The Principal agrees to ensure that the Information, pricing and availability it provides to the Principal is at all times complete, reliable and accurate.

4. AGENT'S OBLIGATIONS

- 4.1. The Agent agrees:
 - (a) to promote the Travel Services as agreed with the Principal, and to act as the Principal's sales and booking agent;

- (b) to not act outside of its authorisation as agent as outlined in this Agreement;
- (c) to collect payment from customers and remit such payments to the Principal, less all agreed deductions;
- (d) that it is under a duty at all times to act in good faith and not act in any way which might cause damage to the reputation or brand of the Principal;
- (e) to comply with all applicable laws, regulations and codes of practice;
- (f) to ensure that the information and pricing provided to the Principal is at all times complete, reliable, and accurate.

5. COMPLAINTS

- 5.1. Should a Customer make a complaint in respect of the Travel Services to the Agent, the Agent shall notify the Principal of the complaint, as soon as reasonably possible. The Agent shall either deal with the complaint itself (subject to clause 5.2) or shall instruct the Principal to deal with the complaint and the customer directly.
- 5.2. In the event of a complaint being made to the Agent, the Principal hereby authorises the Agent to deal with the complaint on its behalf, should the Agent wish to do so, however no compensation payments and/or refunds shall be made by the Agent to the customer without the Principal's prior consent. The Principal agrees to provide all reasonable co-operation to the Agent in the resolution of the complaint and reimburse and otherwise indemnify the Agent for all payments and losses it incurs as a result of the complaint caused by a breach of the Principal's duties under this Agreement.
- 5.3. Without prejudice to any other clause in this Agreement, the Principal agrees that it shall, at its own expense, give the Agent such reasonable assistance and information as it requires in relation to any complaint or claim brought against the Agent by a customer.

6. RATES, COMMISSION & PAYMENT TERMS

- 6.1. The rates provided by the Principal shall include all taxes, charges, dues, fees and all other sums of whatever nature which relate to the Travel Services and shall apply to all Travel Services named in this Agreement or otherwise provided by the Principal at any time during the period of this Agreement. The Principal must also specify any additional charges, such as local taxes, which are payable locally by the customer to the Principal.
- 6.2. In consideration for its agency services, the Agent shall be entitled to commission on all Travel Services booked under this Agreement at the commission rates specified in Schedule 1 ("the Commission"). The Agent shall be entitled to deduct the Commission from the total of payments received from Customers before paying the remaining monies to the Principal as agreed in Schedule 1.
- 6.3. Commission shall either be on a fixed rate basis in which case the Principal shall provide gross rates to the Agent, or on a 'mark-up' basis in which case the Principal shall provide net rates to the Agent. Where net rates are provided by the Principal, the Agent is permitted to mark-up those net rates, such mark-up being the Agent's commission.
- 6.4. Commission shall be net of VAT which shall be payable in addition.
- 6.5. In the event of cancellation by a Customer, the Agent shall be entitled to Commission at the agreed rate on any cancellation and/or amendment charges collected from the Customer.
- 6.6. Where any pre-payment is required by the Principal, the Agent shall make payment to the Principal using a virtual single-use credit card within thirty (30) days of the receipt of the invoice.

7. INDEMNITIES

- 7.1. Without prejudice to any other provision in this Agreement, the Principal and the Agent hereby agree to indemnify each other for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, either party incurs or pays to any customers, employees, agents and/or representatives and/or any third party (including own legal costs) or authority (whether pursuant to any Court Order or by way of any settlement which either party acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise), as a result directly or indirectly in whole or part of:
 - (i) any material breach by either party of its obligations expressed or implied under this Agreement
 - (ii) any breach by either party of its contractual obligations to the customer;
 - (iii) any failure of either party to reach the standard agreed with each other to include by way of example and by no way of limitation, any failures or deficiency in the standard of

- quality of the Travel Services provided, absence or alteration to the Travel Services or lack of cleanliness, hygiene or safety for any reason for any period;
- (iv) Any valid customer claim received by either party which relates to the Travel Services.
- 7.2. This indemnity survives termination of this Agreement for any reason.

8. INSURANCE

- 8.1. The Principal shall take out and maintain or require that the relevant third party providing the Travel Services shall take out and maintain throughout the period of this Agreement comprehensive liability insurance to cover all risks relating to the Travel Services and all risks arising out of the performance of this Agreement including (but not limited to) any liability for damages to the extent permitted by law for the death, injury or illness of customers, employees, agents, sub-contractors howsoever arising. The Principal shall on demand provide a copy of all insurance policies and schedules to the same to the Agent or the Agents' representatives together with a copy of the receipt for the payment of the current premium. The Agent will not check the policy documentation for suitability and it remains the responsibility of the Principal to ensure that it or the relevant third party providing the Travel Services is adequately insured at all times. The Principal shall forward any renewal documents to the Agent upon request.

9. TERMINATION & EFFECT OF TERMINATION

- 9.1. The Agent shall be entitled to terminate this Agreement without cause at any time upon giving the Principal one (1) month's written notice.
- 9.2. Each Party may immediately, by written notice to the other Party, terminate this Agreement:
- (i) if the other Party commits a breach of any of the terms of this Agreement and the breach (if capable of remedy) is not remedied within 14 days of receiving written notice to do so by the other Party;
 - (ii) if the other Party ceases to be able to pay its debts in the ordinary course of its business or enters into an arrangement with its creditors;
 - (iii) if the other Party goes bankrupt or into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of its assets;
 - (iv) if a resolution is passed or an order is made for the winding up of the other Party;
 - (v) if any event equivalent to the above occurs in any other jurisdiction and affects the other Party.
- 9.3. If this Agreement is terminated for any reason, the termination shall not apply in relation to bookings made before the effective date of termination (regardless of whether the bookings are due to commence after the effective date of termination) and the rights and obligations of the parties under this Agreement (including the commission provisions) in respect of such bookings shall survive the termination and be enforceable notwithstanding it.

10. LIABILITY

- 10.1. The Principal accepts and acknowledges that it is the Principal who is responsible for the provision of the Travel Services to the customer and that the contract for the provision of the Travel Services in accordance with the customer's booking is and shall at all times remain between the Principal and customer. The Agent merely acts as agent for the Principal at all times and accepts no liability for the provision of the Travel Services or any other liability relating to the contract between the Principal and customer.
- 10.2. Furthermore, where the Agent is authorised to mark-up prices, deal with customer complaints, find alternative Travel Services for customers and such other similar services, the Agent does so in order to comply with its legal obligations as a package organiser (where the Travel Services are sold as part of a package) or otherwise on the express authorisation of the Principal in order to assist the Principal as agent and to assist customers and offer an excellent level of customer service. In no circumstances is this intended to affect or alter the Agent's agency status or relationship with the Principal.

11. CHANGE OF OWNERSHIP OR MANAGEMENT

- 11.1. In the event of any change of ownership of the business of the Principal, the Principal shall notify the Agent of this immediately and shall, with the Agent's prior consent, transfer its obligations under this contract to the new owner. Should the Agent not consent to the transfer, the Agent shall be entitled to immediately terminate the Agreement upon giving written notice to the Principal, without liability.

12. FORCE MAJEURE

- 12.1. Neither party shall be liable to the other for any contractual default which they could not foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.
- 12.2. If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting force majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such force majeure continues. The party affected by force majeure shall take all reasonable steps available to minimise the effects of the force majeure on the performance of its obligations under this contract. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this agreement by giving written notice to the affected party, effective immediately.

13. DATA PROTECTION

- 13.1. In this clause, the following words have the following meanings:
- (a) **Agreed Purposes:**
 - (i) For the Agent to be able to make and process the customer's booking;
 - (ii) For the Principal to fulfil its contract with the customer in providing the customer with their Travel Services;
 - (iii) For each party to comply with its respective obligations to the customer;
 - (iv) For each party to fulfil its legal obligations to the other under this Agreement;
 - (v) All associated administrative, marketing, accounting and legal requirements.
 - (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.
 - (c) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
 - (d) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
 - (e) **Shared Personal Data:** the personal data to be shared between the parties under clause 13.2 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to customers:
 - (i) Name, address, email address, telephone number and any other contact details;
 - (ii) Dietary requirements (which may disclose religious beliefs);
 - (iii) Health/medical/mobility requirements;
 - (iv) Passport details.
- 13.2. **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as independent data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 13.3. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 13.4. **Particular obligations relating to data sharing.** Each party shall:
- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination

of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller) or Article 28 of the GDPR (in the event the third party is a data processor); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

13.5. Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation.

14. THIRD PARTY RIGHTS

- 14.1. The parties hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

15. ENTIRE AGREEMENT

- 15.1. This Agreement contains the entire agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or undertakings between them.

16. WAIVER

- 16.1. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

17. VARIATION

- 17.1. This Agreement may be varied only by a document signed by the duly authorised representatives of both of the Parties hereto.

18. NO PARTNERSHIP

- 18.1. Nothing in this Agreement shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the Parties.

19. JURISDICTION

19.1. This Agreement shall be construed, and any dispute between the Parties determined, under the laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

19.2. If any provision in this Agreement should be held illegal or unenforceable by a Court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

SCHEDULE 1: COMMERCIAL TERMS

1. Approval, Press & Training Visits

Agent shall test and review the Travel Services, and Principal agrees that the following costs will be paid by Principal;

1.1 Experience costs		
	a. MMS Partnerships Team	All
	c. Press	on request
	d. Annual Smith24 Sales Familiarisation Trips	on request
1.2 Ancillary costs		
	a. MMS Partnerships Team	All
	c. Press	on request
	d. Smith24 Sales Familiarisation Trips	on request

2. Programs

2.1 mrandmrssmith.com	Yes
2.2 Smith Partner Program	Yes

3. Fees

3.1 Launch Fee	waived
3.2 Recurrent Fee	waived

4. Commission

4.1. Commission	20.0%
4.3. Non-commissionable Net Rate	20.0% off BAR