Affiliate Agreement

Between

**Mantra Group Pty Limited** (ACN 125 522 410)

of PO Box 8016, Gold Coast Mail Centre, QLD, 9726 (“**Stella**”)

And

**[insert name]** [(insert ABN/ACN)] of [insert address] (“**Affiliate**”)

# Background

1. Mantra Group and Affiliate wish to enter into an agreement under which Affiliate becomes an authorised web affiliate booking partner of Mantra Group (“**Affiliate Agreement**”).
2. Under the terms of this Affiliate Agreement, Affiliate will market Mantra Group properties on the Internet with the intention of having Internet users book rooms in Mantra Group properties.
3. Affiliate will be rewarded with commission for driving successfully converted traffic into a Mantra Group accommodation booking system.

# Relationship between the parties

1. The relationship created between the parties is one of independent contractors. The Affiliate refers potential customers to Mantra Group, in return for which Affiliate receives a commission for successful bookings. People who are referred will become customers of Mantra Group.
2. Nothing in this Affiliate Agreement is deemed to create any partnership, joint venture, agency, franchise, sales representative relationship between Mantra Group and Affiliate. Affiliate is not able to and has not authority to bind Mantra Group in any way, and must not make representations on behalf of Mantra Group.
3. Affiliate acknowledges that this Affiliate Agreement is non-exclusive, and that Stella may appoint others to market Mantra Group properties. Mantra Group also markets the properties.
4. Mantra Group reserves the right to reject any application to become an affiliate in its sole discretion, without providing reason for its refusal.

# Inventory

1. Inventory is not guaranteed by Mantra Group and all inventory made available to Affiliate by Mantra Group will be subject to availability.

# License

1. Mantra Group may make images, text and content available for use by Affiliates. In relation thereto, Mantra Group grants Affiliate a non-exclusive, revocable licence to use the images, text and content provided by Mantra Group to Affiliate sole for the purpose of allowing the Affiliate to promote Mantra Group properties on websites. Affiliate may only use Mantra Group images, text and content that Mantra Group explicitly makes available to Affiliates as part of the Affiliate program. Affiliate agrees not to use any other Mantra Group Intellectual Property without the written permission of Mantra Group. In particular, Affiliate must not copy or use images, text and content from Mantra Group websites for other third party websites.

# Commission

1. In return for directing bookings to Mantra Group sourced via the Affiliate’s website, Affiliate will earn a commission from Mantra Group. Affiliate will not be entitled to a commission for cancellations or no-shows.
2. Commissions will be set by Mantra Group in accordance with the Schedule 1 of this Affiliate Agreement or as made available on Mantra Group’s website.
3. Mantra Group reserves the right to change the amount of commission paid to Affiliate at any time, on 14 days prior notice to Affiliate.
4. Commissions are earned by Affiliate once the booking has checked out and the booking is paid in full. If all or part of a payment is refunded to the customer, the Affiliate must refund the commission paid on the refunded amount.
5. Mantra Group will pay Affiliate all commissions on a monthly basis.
6. Affiliate must provide Mantra Group with its tax file number or Australian business number. Mantra Group will issue Affiliate with a recipient created tax invoice for all commissions paid by Mantra Group to Affiliate, within 14 days of the end of each month.
7. All commission rates under this Affiliate Agreement and specified in the Commission Schedule provided by Mantra Group from time to time are inclusive of GST.
8. Mantra Group will under no circumstances be liable for any damages arising in connection with a failure to pay commissions due to a technical fault on Mantra

Group’s reservation system. In the event that a commission is mistakenly not paid in these circumstances, Mantra Group agrees to pay the Affiliate for the commission due within a reasonable time after becoming aware of the mistake.

# Property information

1. The Affiliate’s referral website must not contain out-of-date, incorrect or misleading images, text or content.
2. Affiliate acknowledges that Mantra Group websites contain the most up-to-date information available for Mantra Group properties, and Affiliate should link to Mantra Group websites for property information, rather than reproducing the content on the Affiliate’s referral website.

# Affiliate relationship

1. Affiliate undertakes to:
   1. wherever requested by Mantra Group, provide to Mantra Group a list of all referral websites used by Affiliate to market Mantra Group properties;
   2. Include on the referral website a logo or tag line stating the name of the Affiliate and that website is a web referral website. The logo and tagline must be prominently displayed in such a way that there is no confusion that the referral website belongs to Affiliate and not to Mantra Group;
   3. only market Mantra Group properties in connection with general referral websites such as general travel, accommodation or location specific websites and not on websites designed to market a specific Mantra Group property;
   4. ensure that the referral website complies with all laws and regulations in force and does not violate or infringe the rights of any third party;
   5. ensure that the referral website conforms with any Mantra Group use or style guides, if and as provided by Mantra Group from time to time;
   6. use its own website templates for the referral website; and
   7. be solely responsible for the development, operation and maintenance of the referral website, as well as any material contained on such website. Affiliate will be solely responsible for the technical operation of Affiliate’s systems as well as the accuracy and appropriateness of communications with customers.

# Affiliate must not:

1. During the term of this Affiliate Agreement and after termination, Affiliate must not do any of the following:
   1. copy the look and feel of any Mantra Group website;
   2. in any way represent or create the impression that the referral website is an official Mantra Group website or is a website sponsored or controlled by Mantra Group;
   3. use any language which may mislead a user to believe that they are:
      1. dealing directly with Mantra Group (e.g. referring to a Mantra Group property as “*our* apartments”);
      2. dealing with a central reservation service for a Mantra Group property; or
      3. dealing with the official booking agent for a Mantra Group property.
   4. engage in conduct that is illegal, misleading or deceptive;
   5. register or use domain names or sub-domain names which contain, or which are deceptively similar to, Mantra Group trade marks or property names;
   6. include on the referral website information which (or have a direct link to sites that contain information which) might be in any way detrimental to Mantra Group’s brands, image or reputation;
   7. use Mantra Group trade marks and logos other than those expressly approved for the Affiliate’s use by Mantra Group;
   8. illegally copy or reproduce Mantra Group content including photographs, logos and written details of Mantra Group properties other than those expressly approved for the Affiliate’s use by Mantra Group;
   9. enter into any sub-affiliate or junior affiliate arrangements in relation to Mantra Group properties without the prior written consent of Mantra Group;
   10. operate call centres to take bookings for Mantra Group properties;
   11. purchase or use any search engine keywords or metatags that include Mantra Group property names or trade marks, or anything deceptively similar thereto;
   12. place misleading content on blogs or opinion websites, or use blogs for the purpose of driving traffic to Affiliate’s website;
   13. create websites that have multiple pages about a single Mantra Group property, without Mantra Group’s prior consent; or
   14. use any predatory advertising methods in the promotion of Mantra Group properties. Predatory includes any method that creates or overlays links

or banners on web sites, spawns browser windows, or any other method invented to improperly generate traffic.

1. Should Affiliate undertake any of the prohibited activities listed in clause [21](#_bookmark1) above, Mantra Group reserves the right to suspend commission payment to Affiliate, and may terminate this Affiliate Agreement immediately upon notice to Affiliate.

# Mantra Group obligations:

1. Subject to clauses [8](#_bookmark0) and [24](#_bookmark2), Mantra Group will provide Affiliate with the ability to access and market a range of Mantra Group inventory as made available by Mantra Group from time to time, as an affiliate of Mantra Group. This may include BreakFree, Mantra, Peppers and any additional brand room inventory as made available on the Mantra Group Central Reservations system from time to time as well as other properties or property group which are owned, managed or controlled by Mantra Group.
2. Mantra Group may vary the following at any time, at its complete discretion:
   1. the properties and room types which are available to be marketed by Affiliate;
   2. the availability periods for certain properties and room types; and
   3. room rates.
3. Mantra Group does not have an obligation to notify Affiliate of any variations made in accordance with clause [24](#_bookmark2), and such changes shall be effective immediately upon being updated in the Mantra Group computer system.
4. Mantra Group will provide a suitable working Affiliate program website with access to real time reports online.
5. Mantra Group will provide support as determined by Mantra Group.
6. Mantra Group may modify the terms of this Affiliate Agreement, by providing Affiliate with 30 days notice.

# Term and termination

1. This Affiliate Agreement commences when:
   1. signed by both parties; or
   2. when Affiliate accepts this agreement by clicking “I agree” in relation hereto or placing its electronic signature at the bottom of the registration form,

and continues indefinitely unless terminated by either party by providing 14 days written notice to the other party.

1. Following termination, Affiliate:
   1. must cease using all Mantra Group Intellectual Property; and
   2. must, within 24 hours of termination, remove any Mantra Group links or Mantra Group Intellectual Property from the referral website.
2. If this Affiliate Agreement is terminated by Mantra Group without cause, Mantra Group will pay to Affiliate any commission earned by Affiliate prior to termination.
3. If this Affiliate Agreement is terminated by Mantra Group for breach, or if Affiliate terminates this Affiliate Agreement without cause, Mantra Group will not pay any further commissions earned by Affiliate.
4. The rights and obligations of the parties under clauses [21](#_bookmark1), [30](#_bookmark3), [31](#_bookmark4), [32](#_bookmark5), [34](#_bookmark6) and [36](#_bookmark7) survive termination or expiration of this Affiliate Agreement.

# Indemnity

1. Affiliate shall at all times indemnify and hold harmless Mantra Group and its officers, employees and agents from any and all costs, losses, damages, liabilities, judgments and expenses (including legal costs and expenses on a full indemnity basis) or liability reasonably incurred or suffered by any of those indemnified in each case arising out of or relating to:
   1. the development, operation, maintenance and contents of the referral website;
   2. a breach by Affiliate of its obligations under this Affiliate Agreement; and
   3. any wilful, unlawful or negligent act or omission of Affiliate.

# Notices

1. Where Mantra Group is required or permitted to give Affiliate information (eg a notice) under this Affiliate Agreement, Mantra Group may do so in any way, including by:
   1. giving Affiliate the information by telephone, facsimile, mail or email using the contact details provided by the Affiliate to Mantra Group; or
   2. making the information available on Mantra Group’s website.

# General

1. The terms of this Affiliate Agreement are confidential and must not be disclosed by Affiliate to any other person.
2. Mantra Group may assign its rights and obligations under this Affiliate Agreement to a related body corporate of Mantra Group as that term is defined in the *Corporations Act 2001* (Cwlth). Mantra Group may permit a related body corporate to carry out obligations of Mantra Group herein.
3. Affiliate may not assign this Affiliate Agreement to any third party without Mantra Group’s prior consent.
4. If control, ownership or management of Affiliate changes significantly, Mantra Group may terminate this Affiliate Agreement by giving notice to Affiliate, such notice being effective immediately.
5. This Affiliate Agreement constitutes the entire agreement of the parties and supersedes all previous agreements, negotiations, representations and warranties (whether written or oral) and understandings between the parties.
6. This Affiliate Agreement may consist of a number of copies, each signed by one or more parties to this Affiliate Agreement. If so, the signed copies are treated as making up the one document.
7. Each party acknowledges that in entering into this Affiliate Agreement it has not relied on any representations or warranties about its subject matter except as expressly provided for in the written terms of this Affiliate Agreement.
8. If any provision of this Affiliate Agreement is held invalid, illegal or unenforceable in a jurisdiction it is severed for that jurisdiction. The remainder of this Affiliate Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
9. Each party agrees, at its own expense, to do anything the other party reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) in order to effectuate the purposes or terms of this Affiliate Agreement.
10. This Affiliate Agreement is governed by the law in force in the State of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland.

# AGREED TO BY

**SAMARAD pty ltd t/a Mantra Group**

Printed Name:

Title:

Date:

**[Insert name of Affiliate]**

Printed Name: Title:

Date:

  

**Affiliate Application**

We invite you to become part of our Mantra Group Affiliate Program. Please fill out the form below and mail an original copy to Alliance Business Development Executive, PO Box 8016 Gold Coast MC QLD 9726. Approval will be given within 10 working days after receiving your application. We look forward to working with you.

|  |  |
| --- | --- |
| **Company Name** |  |
| **Contact Person** |  |
| **ABN** |  |
| **Address** |  |
| **Phone/Fax** |  |
| **Email** |  |
| **Back-up Email** |  |
| **Payment Details** | **Cheque / Electronic Money Transfer** |
| **Bank Account Details for Electronic Money Transfer (if applicable)** | **BSB:**  **Account Number: Account Name: Bank:**  **Branch** |

Please ensure that you keep these details up to date and inform us of any changes.

# Affiliate Site Details – (Complete overleaf for extra Affiliate Sites)

|  |  |
| --- | --- |
| **URL of Affiliate Site** |  |
| **Purpose of Affiliate Site** |  |
| **Cookies return dates** |  |
| **Site Tracking Codes** |  |
| **Number of unique visitors**  **per month** |  |
| **Top Key Words Search** |  |
| **Where does your business**  **come from** |  |

**Commissions**

|  |  |
| --- | --- |
| **Rate of Commission** (inclusive of GST) Commission will be paid on a  30 day cycle after the guest has checked out – Commission is for Room Only | **Commission Structure:** |

You will be given your own Mantra Group pass code to enter our system and access your booking history. If a guest comes to our site via your site, and returns to our site within 30 days to book, this booking will be attributed to you, and you will receive the commission for the booking.

# We look forward to welcoming you to the Mantra Group Team!

**Please Fill Out For Each Affiliate Site**

|  |  |
| --- | --- |
| **URL of Affiliate Site** |  |
| **Purpose of Affiliate Site** |  |
| **Number of Unique visitors**  **to Site per month** |  |
| **Top Key Words Search** |  |

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| --- | --- |
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| **Purpose of Affiliate Site** |  |
| **Number of Unique visitors to**  **Site per month** |  |
| **Top Key Words Search** |  |

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| **Number of Unique visitors to**  **Site per month** |  |
| **Top Key Words Search** |  |

# Stella Hospitality Group Office Use

|  |  |
| --- | --- |
| **Cookies Return Dates** |  |
| **Site Tracking Codes** |  |