

Referral Partner Agreement

This Referral Partner Agreement (the “Agreement”) is a legal agreement between you (“Referral Partner”) and El Rey Villas, a trading name for the autónomo entity Kevin King, herein being collectively referred to as the “Parties.” By submitting your details on the Partners Scheme Join Us form you agree to and are bound by the terms and conditions contained in this agreement. This agreement includes the terms and conditions below and any documents or materials referenced herein. This agreement shall be effective as of the date of such form submission (“Effective Date”).

1. Purpose. Referral Partner may submit leads of potential new customers (each a “Prospective End Customer”) to El Rey Villas for the purpose of assisting El Rey Villas to win new business. For the sake of clarity, any use of the term "partner" in this Agreement or in connection with the relationship created by this Agreement shall in no way imply that the Parties are engaged in a joint venture or that either Party otherwise has any ownership interest in, or common enterprise with, the other Party.

2. Qualification Process. Referral Partner may submit leads to El Rey Villas for each Prospective End Customer through the online form on the “Partners” webpage using the “Send an introduction” button. Referral Partner shall complete all required fields as specified on such online form to introduce a client to El Rey Villas, who will receive a notification of the details.

Prospective End Customers introduced in any way must provide the Referral Partner name on the signed Client Agreement to qualify for a referral fee.

In order for Referral Partner to receive a referral commission (a “Referral Fee”), El Rey Villas and Prospective End Customer must enter into a valid and binding Client Agreement within one hundred eighty (180) days of the Partner referral.

El Rey Villas shall notify Referral Partner, via email, if a client agreement has been entered into within two (2) business days of submission of the signed Client Agreement. El Rey Villas may reject any lead for any reason at its sole discretion.

3. Referral Fees and Payment. El Rey Villas shall pay to Referral Partner the following Referral Fees in accordance with the number of referrals who have a valid signed agreement in place at the time a client’s guest booking payment is received:

0 – 5 client referrals = 20% of the client fee

6 - 10 client referrals = 25% of the client fee

> 10 client referrals = 30% of the client fee

The Referral Fee is payable no later than thirty (30) days after the date on which El Rey Villas receives payment from the Prospective End Customers guest booking. Referral Partner shall be responsible for all taxes, duties, VAT charges and similar taxes and fees which are levied or imposed by reason of Referral Fees paid to Referral Partner, including but not limited to taxes on Referral Partner’s income.

Guest referral commission = 40% of the client fee

4. Unauthorized Representations; No Authority. Referral Partner shall refrain from making any representations, warranties or guarantees to Prospective End Customers or to the trade with respect to the specifications, features or capabilities of El Rey Villas product offerings that are deceptive, misleading or otherwise inconsistent with the literature distributed by El Rey Villas or its suppliers with respect thereto. Referral Partner is not the agent of El Rey Villas and has no authority to execute contracts on El Rey Villas behalf. Referral Partner agrees to take all commercially reasonable steps to preserve and protect the goodwill and reputation of El Rey Villas. Referral Partner shall not engage in any conduct which may damage El Rey Villas reputation. This Agreement is non-exclusive. The Parties understand and agree that El Rey Villas has the right to solicit Prospective End Customers directly and to appoint any number of additional representatives or agents to provide leads to El Rey Villas.

5. Representations and Warranties; Disclaimer. Each Party represents and warrants that in its performance of any obligations or services contemplated under this Agreement that such Party shall comply with all applicable laws, rules and regulations. Other than the foregoing, neither party makes any representations or warranties to the other party or to any person or entity with respect to the other party's product offering or otherwise, and each party hereby disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, accuracy of data, title, non-infringement, and quality of service, and implied warranties arising from course of dealing or course of performance. Except as expressly set forth in this agreement, El Rey Villas expressly disclaims any representation or warranty regarding the performance, functionality, or any other aspect of the El Rey Villas product offering that El Rey Villas develops or provides hereunder.

6. Limitation of Liability. Except for referral partner's breach of section 4 ("unauthorized representations; no authority") neither party shall be liable under this agreement to the other party or any third party for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if such party has been informed of the possibility thereof.

7. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7. Either Party may terminate this Agreement for its convenience at any time by providing the other Party with fourteen (14) days advance written notice of termination. Sections 2, 3, 6, 7 and 8 shall survive the termination of this Agreement. Any referrals received and accepted by El Rey Villas prior to the effective date of termination shall be honored and payment made pursuant to the terms of this Agreement.

8. General Provisions. The Parties are independent contractors. Referral Partner shall not have, and shall not represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of El Rey Villas. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

The contract between you and El Rey Villas is governed by the law of Spain and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of Spain.

This Agreement represents the entire agreement of the Parties, and supersedes any prior or contemporaneous understandings, whether written or oral. This Agreement may not be amended, waived or modified except as expressly provided herein or in writing by the Parties. Neither Party shall assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without the consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.