



WWW.THEHEALINGLOUNGE.CO.UK

Published Article Joint Venture Agreement

I am delighted you have agreed to partner up with The Healing Lounge to write an article to be feature on the website (www.thehealinglounge.co.uk) and on social media The Healing Lounge on Facebook and Thehealinglounge.co.uk on Instagram. The contract below sets out the legal terms that will govern our commercial relationship and apply to our collaboration together for the article. The intention is that it will bring clarity to our relationship and protect both of us so please do let me know if there are any clauses that contradict your understanding of our collaboration.

This agreement is applicable throughout all of 2020.

Parties

- (1) The Healing Lounge, with its registered office at 11 Highfield Close, Barnby Dun, Doncaster DN3 1SJ or [(‘ and ‘me’); and
- (2) [.....] [a limited company with company number [] and with its registered office at []] or [a sole trader of [trading address] (‘you’). [.....]

Both parties together being referred to as ‘the parties’

ARTICLE DETAILS

Article Date	[.....]
Article Title:	[.....]
Article Author:	[.....]
Product or service for promotion:	[.....]
Price of product or service:	[.....]
My input and any relevant timeframes:	We’ll send one emails to our email list promoting the article from

	<p>the agreed launch date.</p> <p>Promote your article on The Healing Lounge Facebook/Instagram page by posting twice within 28 days</p> <p>We will endeavour to authorise an article for publication within 14 days of receiving the nomination. The Healing Lounge reserve all rights to refuse to publish a particular article if it is deemed to be untrue, misleading, misrepresentative, illegal or insensitive or does not uphold our values.</p> <p>We will confirm once an article is selected for publication. Cut off deadlines for each monthly issue will be 28 days before publication. Publication will sit on the 1st of every month so, effectively a month in lieu. You will need to agree to these terms in full in order for the publication to go live.</p>
<p>Your input and any relevant timeframes:</p>	<p>You'll send one email to your email list promoting the article on thehealinglounge.co.uk and social media platforms from the agreed launch date.</p> <p>Promote your article by sharing The Healing Lounge Facebook/Instagram post three times within 28 days of the article being published.</p> <p>You will be responsible for supplying the product/service detailed in the article and you will be legally responsible for the content and imagery used in your article that you submit. Therefore you need to own all the rights to your imagery and words need to be your own and any other authors quoted need to be correctly cited and acknowledged and permission received before publication.</p> <p>You will deal with any product complaints, or copyright/IP infringement and the follow up service required following your specific publication.</p> <p>Please also ensure your publication includes. Your full business name, website, Social media handles and email address so that potential clients can easily contact you.</p>
<p>Payment terms:</p>	<p>There is no monetary payment for articles selected to be published from thehealinglounge.co.uk. However authors are allowed to advertise their business.</p>

Agreed terms

1. Interpretation

1.1 The definitions in this clause apply in this agreement.

Input: the services and resources a party provides in relation to the Webinar, as set out in the Webinar Details.

Intellectual Property Rights: copyright, trade marks, business names and domain names, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for such rights and all similar or equivalent rights which subsist in any part of the world.

Article: the article details of which have been set out in the 'Article Details' above and in relation to which the parties will collaborate in accordance with this agreement.

1.2 The Article Details form part of this agreement.

1.3 Where there is a conflict between the terms and conditions of this agreement and the Article Details, the Article Details shall prevail (only to the extent of the inconsistency).

2. Commencement and duration

2.1 This agreement shall commence on the date stated at the top (Commencement Date) and shall continue until the earlier of the date when both parties have fulfilled their obligations in relation to the first anniversary of the Commencement Date.

3. Collaboration and co-operation

3.1 The parties shall co-operate in relation to the Article publishing and shall collaborate in accordance with the Article Details.

3.1 Each party shall in relation to the obligations allocated to it in the Article Details:

- (a) perform its obligations, including providing the Inputs in accordance with timeframes specified in the Article Details;
- (b) use reasonable care and skill in performing its obligations;
- (c) comply with good industry practice;
- (d) comply with all laws applicable to it;
- (e) obtain and maintain any consents, licences or permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with its obligations; and
- (f) ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the Article Details.

4. Existing arrangements

- 4.1 Nothing in this agreement shall restrict either party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this agreement.
- 4.2 However, as the parties will be working together and each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 9 and clause 11.

5. Customers

- 5.1 Nothing in this agreement constitutes one party a partner, employer, employee or agent of the other party in relation to either party's customers.
- 5.2 Neither party may provide to any of its customers any information, or make any representation, relating to the other party's products or services, unless that information or representation is approved in advance by that party for use in those circumstances.

6. Information flow

- 6.1 To enable the parties to maximise the benefits of their collaboration, each party shall:
- (a) engage the other in planning discussions in relation to the Article from time to time; and
 - (b) keep the other party informed about its own progress in relation to the Article.
- 6.2 Each party shall:
- (a) supply to the other party information and assistance reasonably requested by it relating to the Article as is necessary to enable that other party to perform its own obligations in relation to the Article; and
 - (b) review documentation and other materials in relation to the Article (if any), as soon as reasonably practicable at the request of the other party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

7. Charges

- 7.1 Except as provided for in the Article Details, each party shall:
- (a) not be entitled to charge the other party for the provision of anything (including Inputs) it provides in connection with the Article; and
 - (b) be otherwise responsible for its own costs incurred in connection with the Article and this agreement, including all Inputs it provides.

8. Payment

8.1 The parties shall make any payment to each other in accordance with the terms of the Article Details.

8.2 If a party fails to make a payment due to the other party under this agreement by the due date, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

8.3 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9. Confidentiality

9.1 **Confidential Information** means all confidential information disclosed by a party to the other party in connection with the Article, including information which:

- (a) relates to the terms of this agreement; or
- (b) would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; or
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

9.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause); or
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
- (c) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

9.3 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use the Confidential Information except for the purpose of performing its rights and obligations under this agreement in relation to the Webinar; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law.

9.5 The provisions of this clause 9 shall survive for a period of 5 years from termination of this agreement.

10. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK.)

11. Intellectual property

11.1 Subject to 11.2, this agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to the Article shall be owned by that party (**Created IPR**).

11.2 For the avoidance of doubt, Thehealinglounge.co.uk listed in the Article Details shall own the Intellectual Property Rights of the article publication. The Article Author authorises the thehealinglounge.co.uk to use its voice in such recordings without further consent or other conditions. Thehealinglounge.co.uk may use such recordings, and edit, copy, adapt, translate or add to them for the purposes of promoting future programmes or events or in creating future programmes or products. The Article author agrees to waive its moral rights under the Copyright, Designs and Patents Act 1988, or any re-enactment of that legislation, and any similar protection under any other jurisdiction, with respect to the recording of an or publication of the article. The article author hereby assigns to thehealinglounge.co.uk all copyright and other Intellectual Property Rights and performance rights throughout the world that may exist in its contribution to the published article.

11.3 For the avoidance of doubt the article author listed in the Article Details shall own the Intellectual Property Rights in any materials and handouts it creates in addition to the Article

11.4 Each party grants to the other party a non-exclusive, personal, royalty-free licence to use its Created IPR in relation to the article to the extent necessary for the other party to carry out its obligations in relation to the publication of thehealinglounge.co.uk.

11.5 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including Created IPR) used in connection with the article of which it becomes aware.

12. Warranties

12.1 Each party warrants that:

- (a) its entry into and performance under the terms of this agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (b) so far as it is aware, all information, data and materials provided by it under this agreement will be accurate and complete in all material respects, and it is entitled to provide them to the other without the consent any third party.

12.2 Except as expressly provided in this agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this agreement.

13. Indemnity

13.1 Each party (**indemnifying party**) shall indemnify the other party (**indemnified party**) against all liabilities, costs, reasonable expenses, damages and losses suffered or incurred by the indemnified party arising out of or in connection with:

- (a) any claim made against the indemnified party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:
 - (i) the indemnified party's use in accordance with this agreement of Intellectual Property Rights licensed to it by the indemnifying party under clause 11.4;
 - (ii) the receipt or use of Inputs or other items or services provided by the indemnifying party in relation to the published article.

14. Limitation and exclusion of liability

14.1 Nothing in this agreement shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any other act, omission, or liability which may not be limited or excluded by law.

14.2 Subject to clause 14.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.

14.3 Subject to clause 14.1, a party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement

shall be limited to the amount of the revenue created by the sale of products and services through the published article.

15. Termination of agreement

15.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party:

- (a) if the other party commits a material breach of any term of this agreement which breach cannot be remedied or (if it can be remedied) fails to remedy that breach within a period of 28 days after being notified in writing to do so.

16. Consequences of termination

16.1 On termination of this agreement, the following clauses shall continue in force: clause 8 (Payment); clause 9 (Confidentiality); clause 10 (Data protection); clause 11 (Confidentiality); clause 11 (Intellectual property); clause 12 (Warranties); clause 13 (Indemnity); clause 14 (Limitation and exclusion of liability); clause 20 (Entire agreement).

17. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events or circumstances beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations.

18. Variation

18.1 No variation of this agreement shall be effective.

19. No partnership or agency

19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20. Entire agreement

20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

21. Mediation

21.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party requesting a mediation. A copy of the request should be sent to CEDR.

22. Governing law and jurisdiction

This agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of it.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Zara Smith [for and on behalf of Thehealinglounge.co.uk

Z SMITH

Signed by [name] [for and on behalf of [name of company]]

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