Code: 01909/C

PINK COPY: Sponsor

BLUE COPY: Forever Business Owner

WHITE COPY: Head Office

Dec 2015













Heimasíða: www.foreverisland.is





Web: www.foreverliving.com

Terms and Conditions

- The terms of my appointment are set out below and in the current edition of the booklet entitled 'Company Policy Handbook' ('CPH'). I have received a copy of these documents and acknowledge that they shall together form the entire agreement between me and the Company ('Agreement').
- 2. If my appointment is confirmed by the Company, I will be appointed, and authorised to represent myself, as an independent Forever Living Products' Forever Business Owner; I will then be entitled to purchase the products for my business and also market the products. If I attain the position of Assistant Supervisor, as described in the CPH, I will also be entitled to present the Company's business opportunity in countries in which the Company operates. I will not be granted an exclusive franchise or any territorial exclusivity.
- 3. In the conduct of my business as a Forever Living Products' Forever Business Owner, I agree to comply with the current CPH as amended from time to time by the Company. I agree that the Company has the right to change the CPH at any time on not less than thirty days written notice and I agree to comply with the CPH as amended and that the terms of it form part of this agreement. I understand that no amendment to the CPH will require me to incur any expenditure but it may require me to amend my business practices.
- 4. I agree also that the Company has the right to change the rates of bonuses and incentives paid by it and the events in respect of which they are paid at any time on not less than thirty days written notice.
- 5. During the first seven days after my appointment becomes effective, I may not purchase, or commit myself to purchase, more than £200 of goods or services from the Company, or other independent Forever Business Owners, nor will I be required to do so.
- 6. I agree that:
 - the Company may retain and process all personal information given by me to the Company for purposes including marketing, business creation and development, management reporting, bonuses payable and awards. The company may record this information both manually and/or on a computer database and will be the data controller for this information.
 - the Company may disclose and transfer this personal information to other members of the Company's group which are situated outside the European Economic Area and to other persons for the purposes of the Company's business.
- 7. I am 18 years of age or older.
- 8. I am a wholly independent Forever Business Owner and not an agent, employee, or legal representative of the Company. As such, I will be responsible for my own expenses, including all taxes (including value added tax), National Insurance contributions and fees or licences which are payable or required to conduct my business. I am solely responsible for all payments for any goods or services supplied to me in the course of my business. I am not authorised to make representations or incur any liabilities on the Company's behalf and agree not to purport to do so. As an independent business person, I am entitled to arrange for such assistance in the conduct of my business as I consider appropriate, to be provided to me by such persons as I choose, and delegate the performance of my obligations to those persons. I am responsible for the expense of engaging or employing those persons.
- 9. As a Forever Business Owner, I will honour the Company's sixty-day full money back guarantee and I understand that it applies to my retail Customers. I also understand that I will receive a like-forlike replacement product for any products I wish to return to the Company under the sixty-day money back guarantee.
- I understand that this Forever Business Owner Agreement may not be conveyed, transferred or assigned to any other person without the express written approval of the Company.
- 11. I shall not use any advertising material, in any form that does not have the prior approval of the Company.
- 12. This agreement shall be governed by English Law.

- 13. I have no financial obligation as a Company Forever Business Owner during the twelve months following commencement of this Agreement other than to pay for any products I order and to reimburse the Company any bonus paid to me in respect of products which are subsequently returned.
- 14. If I wish to terminate my Business Ownership I may do so at any time by giving fourteen days written notice to the Company at its Head Office. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to the Company at its Head Office. The effective date of termination is the date on which the Head Office approves and processes the termination request.
- 15. If I cancel, or the Company terminates, my appointment within its first fourteen days I may cancel any unfulfilled orders with the Company without charge and receive a full refund of anything I have paid in connection with my participation in these selling arrangements.
- If I terminate my Business Ownership after fourteen days of entering into it, or if the Company terminates it, then (except to the extent set out in clauses 20, 21 and 22, which shall continue in force after termination) I shall have no further contractual obligations as a Forever Business Owner to the Company and if I wish I may cancel any unfulfilled personal orders and immediately receive a full refund of any prepayment. I may also return to the Company (at the Company's expense) within twenty-one days of termination of my appointment any products which I have purchased from the company in the twelve months prior to such termination. If the products are returned in the condition in which they were supplied (except their external packaging (where applicable) may be broken), the Company will give me a refund on the return of the products less a 10% handling charge (which will not be levied if the Company terminates the Business Ownership) and less, if the returned products have deteriorated due to an act or default on my part, an amount equal to the diminution in their value resulting from such deterioration (which will not be levied if the Company terminates the Business Ownership).
- 17. The Company may terminate this Agreement and my appointment as a Forever Living Products' Forever Business Owner at any time by giving me fourteen days written notice sent to my address set out on this Agreement. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to such address.
- The Company may terminate this Agreement forthwith if I break any term of the Agreement including terms set out in the CPH.
- 19. If I cease to be a Forever Business Owner I must immediately cease representing myself as a Company Forever Business Owner, collecting orders for products or using the Company's name. I shall be entitled to retain any bonus paid to me by the Company except bonus paid in respect of products returned to the Company. I agree to repay the Company any bonus paid, including VAT where applicable, on returned products if the Company has refunded any monies due to me and claims repayment of the bonus within the 120 days of when it was paid.
- 20. I agree to use the Company's name and trade mark and the product trade marks only for the purpose of my business as a Forever Business Owner of the Company's products and in accordance with the terms of this Agreement.
- 21. I agree that the names, addresses and contact details of the Company's Forever Business Owners and any other information provided to me relating to my sponsored group are the Company's confidential proprietary information, and will only be used by me for the purposes of my business as a Forever Living Products' Forever Business Owner.
- 22. I agree that, whilst I am a Forever Living Products' Forever Business Owner and for six months after the termination of my appointment as a Company Forever Business Owner, I shall not encourage, persuade or recruit any person I know to be a Forever Living Products' Forever Business Owner to market or sell the products of any other person, company or organisation.