

# the wellness tree associate application form



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brookdale farm  
west chilton lane  
billingshurst  
west sussex rh14 9ea  
united kingdom

## Personal Information

Name:

Address:

Postcode:

E-mail:

Tel (Mobile):

Tel (Home):

Sponsor's Name:

Sponsor's ID Number:

## Commission Payment

We may need to pay you some of your commission direct to your bank account.  
Please enter your account details below:

Account Name:

Bank Name:

Account Number:

Sort Code:

## Information

Are you a Practitioner/  
Therapist?

Yes  No

Would you be interested in  
doing shows/events with us?

Yes  No

Have you got your A&P?

Yes  No

## statutory information

The Wellness Tree Limited ("the Company") of Brookdale Farm, West Chilton Lane, Billingshurst, West Sussex RH14 9EA is the promoter of this trading scheme in the United Kingdom. The Company supplies a range of wellness products. Sales of these products are made by the Company to customers introduced participants in its trading scheme who participate in the scheme as introducers of customers to the Company.

The Participant has no financial obligation to the Company and in particular has a free choice as to whether or not to purchase any goods or services under this trading scheme.

By providing the above details and submitting this Application Form the Participant consents to the receipt of email and telephone communications from the Company, including marketing communications, unless the Participant has ticked the box below to indicate their objection to receiving these messages.

1. It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.
2. Do not be misled by claims that high earnings are easily achieved.

The Participant hereby confirms that he/she has read, understands and accepts the Terms and Conditions set out overleaf and hereby applies to become a participant in the Company's trading scheme.

If you sign this contract, you have 14 days in which to cancel.

Signed:

Date:

Print Name:

Accepted for and on behalf of THE WELLNESS TREE LIMITED

## empowering you to reach optimum health... nature's way

Registration number 6576582. Registered address: Comewell House, North Street, Horsham, West Sussex RH12 1RD, United Kingdom. VAT registration number 973 6537 79.

# Terms and Conditions

1. The Participant understands and agrees that:
    - (a) This Agreement is made on and is effective from the date it is signed by the Participant as shown overleaf;
    - (b) This Agreement comprises the terms and conditions set out herein ("the Terms and Conditions") and the Application Form overleaf which together constitute the entire agreement between the Company and the Participant and supersede any previous agreements, representations or undertakings; and
    - (c) The Participant must be and warrants that he/she is 18 years of age or over to enter into this Agreement.
  2. No purchase or investment is necessary to become a Participant. The Participant may not pay or undertake to pay any sums exceeding £200/€250 (including VAT) to the Company or any of its other Participants within 7 days of the date of this Agreement.
  3. The Company may modify these Terms and Conditions, its Compensation Plan, and its other literature and product prices at its discretion and the Participant's consent is not required to such changes and the Participant shall be bound by such changes upon notification either specifically to the Participant or generally through official Company literature, provided that the Company shall give the Participant at least 60 days advance written notice of any change in the annual financial obligation of the Participant.
  4. The Participant is an independent contractor responsible for his/her own business, and is not an employee, partner, agent or joint venturer of or with the Company. The Participant may not create or incur any liability and/or obligation of any kind in the name of "The Wellness Tree", "The Wellness Tree Group" or any confusingly similar name. This Agreement does not constitute the sale or grant of a distributorship, a franchise, an agency, or a licence: no fees have been or will be required from the Participant for the right to distribute the products and services pursuant to this Agreement.
  5. The Participant may delegate the performance of his or her services under this Agreement to such third party or parties as may, at the request of the Participant, be approved by the Company in writing as properly trained and competent for that purpose, provided that (i) such third party undertakes to the Company to adhere to the terms of the Agreement and (ii) no such delegation shall relieve the Participant from any obligations or liabilities under the Agreement, the Participant shall be fully responsible for the acts and omissions of its delegates to the same extent as the Participant is responsible for its own acts and omissions pursuant to this Agreement.

The Participant has the right to determine his/her own hours of business and, subject to due compliance with the Agreement, his/her methods of operation.
  6. The Company shall not be liable for any debts or liabilities whatsoever or howsoever incurred by the Participant, whether or not such liabilities are incurred during the term of this Agreement.
  7. The Participant is personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales and commissions. The Participant will keep all proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties.
  8. The Participant cannot assign or otherwise transfer the rights hereby granted to any other person, firm or body corporate without the express prior written consent of the Company.
  9. The Participant may not promote or sell to existing Participants or prospective Participants any products, services or business opportunities not directly associated with the Company whether at any the Company's presentations, training events.
  10. For a period of 6 months following the termination of this Agreement the Participant shall not recruit any Participants who form part of his or her downline under the Company's selling scheme on behalf of any other direct selling scheme which competes with that operated by the Company nor shall the Participant accept any such Participants in his downline in any competing direct selling business conducted by him during this period; and during this period the Participant shall not seek to persuade any such Participants to terminate their position with the Company, or to become less active as Participants of the Company's products or to sell the products of or otherwise be actively involved in any other direct selling business which competes with the business of the Company.
  11. The Participant will use only printed materials produced by the Company when representing the Company and/or making representations as to its products. No claims, statements, disclosures, representations or warranties that are not printed in the Company's printed materials shall be made in either marketing the products or in the recruitment of prospective Participants. Any additional materials used for promotional purposes may be used only in exceptional circumstances and must be expressly approved by the Company in writing before being used.
  12. The Participant will at all times act in a proper ethical, legal, moral and financially sound manner and will not engage in any activities that would or may bring the Company or its Participants into disrepute.
  13. The Participant will not use the Company's trade name and/or trade marks except in any material provided to the Participant by the Company or as expressly authorised in writing by the Company. If the Participant is approved by the Company to operate a "Wellness Tree Experience" or "Optimum Health centre/resort", the Company will grant the Participant a separate non-exclusive trade mark licence for that purpose.
  14. The Participant shall abide by all applicable laws and regulations relating to this Agreement and the promotion and sale of the products and will, at its own expense, obtain any consents or licences required in connection with the conduct of such business.
  15. The Participant shall not speak on behalf of the Company, or on the subject of its products or services, by means of an interview or articles on television, radio or any press, print medium or communication media, unless prior written permission has been granted by the company. If a Participant is contacted by one of the above the Participant must refer the media to the Company directly.
  16. The Participant acknowledges that commissions are paid only on sales. No commissions or other payments are paid and no benefits are received from sponsoring other Participants or in respect of the continued participation of any other Participants in the trading scheme and no earnings are guaranteed from mere participation in the Compensation Plan. The Participant confirms that neither the Company, nor any upline sponsor has made any claims of guaranteed profits or representations of anticipated profits that might result from their efforts as a Participant.
  17. In the event that the Company provides any training for the Participant at the cost of the Participant then the Company may require the Company to refund such cost (less the cost of any subsistence) within 14 days of the training if the Participant is dissatisfied with the training.
  18. The Company shall endeavour during the continuance of this Agreement to supply all products and services ordered by the Participant. If the Company fails to supply such products and services, the Participant shall be entitled to the immediate return of all sums paid for the same. Products supplied to a Participant that are defective may be returned for exchange of the same or similar goods.
  19. The Company shall provide the Participant with an adequate record of all products or services supplied by the Company to the Participant in respect of which payment is due from the Participant, which record may take the form of an itemised order form, invoice or receipt.
  20. Subject to the Participant's own rights on termination described in Clause 23 below, if any downline Participant of the Participant returns any products to the Company and obtains a refund from the Company (whether or not such refund is legally required) the Participant will on demand pay to the Company any commissions or bonuses earned in relation to those products and the Company may set off any amounts due to it from the Participant against any sums due from it to the Participant.
  21. The product or product range of the Company may not be re-labelled or re-packaged for resale under any other name or in any other way.
  22. There are no territorial restrictions upon the sale of products by the Participant under the Scheme in the United Kingdom but the Participant may only solicit or otherwise actively encourage or pursue sales of the Company's products overseas (that being anywhere other than the United Kingdom, and the Channel Islands), with the express prior written consent of the Company.
  - 23.1 The Participant may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its address set out overleaf (or to such alternative address within the United Kingdom as the Company may specify) and:
    - (a) the Participant may require the Company to repay to the Participant within 14 days any monies which the Participant has paid to or for the benefit of the Company or any of its other Participants in connection with the Participant's participation in this trading scheme or paid to any other Participant in accordance with the provisions of this trading scheme; and
    - (b) the Participant may return to the Company's address referred to above any goods which the Participant has purchased under the trading scheme within such 14 day period and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
    - (c) the Participant may cancel any services which the Participant has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Participant.
  - 23.2 In order to recover any monies paid in accordance with sub-clauses 23.1(a) or (c) above the Participant must give notice to the Company requesting the repayment of such monies to the Company's address referred to in sub-clause 23.1 within 14 days of entering into this Agreement and the Company shall repay such monies as the Participant may be legally entitled to recover within a reasonable period of time after the date of receipt of such notice.
  - 23.3 In order to recover monies paid for goods under sub-Clause 23.1(b) above, the Participant must deliver the goods to the Company within 14 days of entering into this Agreement to the address referred to in Clause 23.1. The Participant shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Participant on delivery of the goods, or forthwith if the goods have not yet been delivered to the Participant.
  - 23.4 The Participant may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to the Company at its address referred to in Clause 23.1. If the Participant gives notice to terminate this Agreement more than 14 days after the Participant entered into the Agreement, the Participant may return to the Company any goods which the Participant has purchased under the scheme within 90 days prior to such termination and which remain unsold and the Company will pay the Participant the price (inclusive of VAT) which the Participant paid for the goods less, where the condition of any such goods has deteriorated due to an act or default on the part of the Participant, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale).
  - 23.5 The Company may terminate this Agreement at any time by giving written notice to the Participant. If the Company terminates this Agreement the Participant may return to the Company any goods which the Participant has purchased under the scheme within 90 days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) which the Participant has paid for them together with any costs incurred by the Participant for returning the goods to the Company.

The Participant must deliver the goods to the Company within 21 days of such termination to the Company's address referred to in Clause 23.1. The Company will bear the cost of such delivery. The purchase price is payable to the Participant on delivery of the goods, or forthwith if the goods are already held by the Company.
  - 23.6 If this Agreement is terminated for any reason the Participant will have the right to be released from all future contractual liabilities towards the Company in relation to this trading scheme, except:
    - (a) liabilities relating to payments made to the Participant under contracts which the Participant has made as agent for the Company (if any); and
    - (b) any liability to pay the price of goods or services already supplied to the Participant by the Company where the Participant has not returned such goods to the Company in accordance with sub-clauses 23.1 or 23.4; and
    - (c) the provisions of Clause 10 which relate to competition with the business of the Company after termination of this Agreement and which shall remain in force after the date of termination.
  - 23.7 On termination of this Agreement for whatever reason the Participant shall be entitled to retain any commission paid to the Participant in accordance with this Agreement unless:
    - (a) the commission was paid in respect of goods returned to the Company (or goods returned to another Participant who paid the commission);
    - (b) the Company has refunded any monies due to the Participant in accordance with sub-clauses 23.1(b), 23.4 and/or 23.5 above; and
    - (c) repayment of the commission is claimed within 120 days of the date of having been made, in which case the Participant shall repay such commission to the Company forthwith on demand or the Company may set-off the amount of such commission against any other amounts due from it to the Participant.
  - 23.8 Any notice given under this termination clause, which is given by first class post to the address of the parties set out overleaf, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted.
  24. The failure of any party at any time to require performance by any other party of the provisions of this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provisions of this Agreement and shall not be construed as a waiver of any continuing or succeeding breach of such provisions.
  25. Each party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as may be expressly provided in this Agreement (and accordingly any conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law).
  26. The Participant agrees that the Company may (i) retain and process all personal information, including sensitive personal data, given by the Participant to the Company for purposes including marketing, business creation and development, management reporting and commissions payable (the Company may record this information both manually and/or on a computer database and will be the data controller for this information), and (ii) 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
  27. This Agreement is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising herefrom or any other contractual relationship between the parties hereto.
- It is important for the reputation of the Company and for the health and welfare of customers that the correct use of its products is properly explained to customers and accordingly associates shall not advertise, promote the sale of, or sell or attempt to sell the Company's products on any online auction or classified ad sites including, without limitation, eBay, Craigs List or Amazon. A material and/or repeated breach of this prohibition may at the Company's discretion result in the termination of this Agreement.