

# REPRESENTATIVE APPLICATION AND AGREEMENT FORM

August 2013



OFFICE USE

- 1. Joint applicants must each list full names and sign appropriate space.
- 2. Return blue copy to the office, yellow copy to sponsor and pink copy to applicant.

- 3. This is a legal agreement, please read carefully.
- 4. Please press firmly and print clearly.

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ID NUMBER

## APPLICANT INFORMATION SECTION – PLEASE WRITE IN BLOCK LETTERS

Title:  Mr  Mrs  Ms  Other Home Language:.....

Passport or Licence Number:..... GST no (if applicable):.....

First Names or Business Name:.....

Surname or Contact Person:.....

PLEASE NOTE: That the above details will appear on your invoices, rebate statements, rebate cheques and other company correspondence.

### Postal address

Address: .....

Suburb:..... City:..... Post code:.....

**Delivery address** (this must be completed to facilitate delivery)  Same as above (please tick)

Address: .....

Suburb:..... City:..... Post code:.....

Phone:..... Email:.....

Mobile:.....

Have you or your partner/spouse ever been a New Image Representative individually, in a partnership, or as a participant in a corporate representativeship?

Yes  No If yes, please list date of last activity:..... Identity Number:.....

## DECLARATION

I/We, the undersigned, prior to becoming a representative of New Image, have read and I am/we are fully aware of the terms and conditions, refund policy, exchange policy and communication policy on the reverse of this form. I am over 18 years of age.

### Applicant signature(s)

..... Date..... Date.....

## PAYMENT METHOD

**Bonus will be paid by direct credit into your nominated bank account.**

Direct Credit

Bank Name:..... Bank Account Name:.....

Bank Account Number:.....

### My application fee payment

Cash  Visa/Mastercard  Bank Transfer

My full payment of RF ..... is enclosed.

*For bank details please contact rwsupport@newimageafrica.com*

Name on Credit Card:..... Signature:.....

Credit Card Number:..... CVV No..... Expiry:.....  Registration Code #101

## SPONSOR INFORMATION SECTION

Sponsor Identity Number: 

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Sponsor Phone Number:.....

First Name:..... Last Name:.....

I/we hereby certify that I/we approve of and have interviewed the applicant  by phone or  in person

Sponsor's Signature:..... Date:.....

# Terms and Conditions

## Definitions

In these Terms and Conditions

1. The Company means New Image International Limited.
2. The Representative means the person, persons, partnership or company named in the Application.
3. Representative Literature means literature issued by the Company from time to time.
4. The Product means all products and services marketed by the Company from time to time.
5. Any reference to persons includes corporations and partnerships, reference to the singular shall include the plural.
6. The Agreement comprises the Terms and Conditions set out herein and contained in the companies Policies and Procedures, the Compensation Plan, the Representative Literature and any other documents referred to herein or hereinafter published by the Company each of which document is hereby incorporated into the Agreement. The Agreement including the Compensation Plan and the companies Policies and Procedures constitutes the entire agreement between the parties and no other additional promises, representations or agreements shall be valid unless in writing and issued by the Company.
7. The Representative acknowledges that they have received, read and understood these Terms and Conditions, the Compensation Plan, the companies Policies and Procedures and the Representative Literature and agrees to abide by the terms and conditions set forth therein. The Company reserves the right to amend, modify, add to or delete any provision or term of the Agreement including but not limited to the companies Policies and Procedures or of any Company publication at any time and such change shall immediately become incorporated in the Agreement. The Representative agrees that their continued engagement in selling the Product and promoting the business opportunity, or both, after notice of any such change shall constitute their agreement to such change.

## THE REPRESENTATIVE AGREES

1. That only Representatives authorised by the Company may sell the Product or participate in the New Image marketing programme purchasing all product for resale from the Company.
2. They are an Independent Contractor and that the Agreement does not constitute any employee/employer, agency, partnership or joint venture relationship. They must not at any time or in any manner suggest or imply that they are an employee, partner, venturer, agent or legal representative of the Company. They have no power to incur any debt, obligation or liability or to make any representation or warranty on behalf of the Company.
3. On signing the Agreement the Representative acknowledges that the selection of new Representatives is the sole responsibility of the sponsoring Representative, not the Company. As such the responsibility for the actions of the new Representative rests with the sponsor. In the event of disputes the upline of the organisation which benefits financially, is responsible to settle such disputes.
4. They will not make any representations or exaggerated claims to any purchaser of the Company's Products or to potential Representatives about the Company, its Products, its Compensation Plan or income potential.
5. They will not ascribe therapeutic or curative properties to the Products.
6. That a Representative is responsible for their own business decisions and expenditure and the Company will not be responsible for any loss, cost, claim or liability in this respect and that they are not relying on any statement or comment from the Company or any of its Directors or Representatives except as set out in the Agreement.
7. To comply with all government laws and regulations as may be applicable from time to time and to be responsible for filing all necessary returns and paying all income taxes, goods and services taxes and any other charges required by law which become due in relation to their business and to keep such records as are necessary to ensure compliance with the requirements of the Inland Revenue Department or other relevant Tax Authority.
8. That a spouse who is already a Representative cannot sponsor the other spouse as a Representative, but a husband and wife or de facto relationship are entitled to become joint Representatives under the same agreement.
9. To present and market the Product and business opportunity ethically and professionally and to use their best endeavours to promote the sale of the Product on a continuing basis.
10. Not to sell or attempt to sell the Products through retail outlets and not to suggest expressly or by implication that the Products have any similarity to any other goods made by other manufacturers and not to make any claims, statements, representations or warranties regarding the Products or regarding the Company except that which is contained in the Representative Literature.
11. They will not make any modification to the Products or to the packaging, alter, remove or tamper with any trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of the Company therein or use any trademarks of the Company as is likely to cause confusion or deception.
12. They have no rights in any trademark or trade names used by the Company in relation to the Products or the goodwill associated therewith and that except as expressly provided in the Agreement they shall not acquire any rights in respect thereof and that all such rights and goodwill shall remain vested in the Company.
13. The use of media advertising for the Product or the Company or the business opportunity other than such advertising sanctioned by the Company is expressly prohibited.
14. Copyright in all advertising that receives approval from the Company shall become the property of the Company and will become available to all Representatives for their use and the Representatives hereby assigns to the Company all such copyright and any other rights they may have at any time in such copy or materials.
15. To purchase Products for resale only from the Company.
16. To pay for all orders on placement to the Company.
17. That the Company may withhold the payment of all or part of any commissions or other monies due to the Representative to off set any monies that may be due and payable to the Company by the Representative.
18. The Company is not obliged to accept any order from the Representative.
19. Not to submit any orders in the name of any other Representative without the specific written approval of the Company.
20. To honour customer refund requests in accordance with the Company's refund policy from time to time.
21. The invitation, attendance and completion of the guest register for a new prospect at a company function establishes a sponsorship priority. To protect national and international sponsorship ethics no Representative may influence, entice or offer inducements to new prospects to change sponsor. Protection for a 30 day period of time will be allowed for completion of the Representative Agreement. If registration is not completed within the protected 30 day time period, re-sponsorship is available.
22. The Representative accepts responsibility for any organisation they build and undertakes to give training in business systems and product retailing and Company Policies and Procedures to their downline. The Representative will ensure that the Company is not implicated or held blame-worthy in any dispute resulting from their actions arising within their organisation. Any actions disavantaging or affecting the incomes of any other New Image Representatives will entitle the Company to terminate the Representativeship and support the affected parties in seeking appropriate legal remedies.
23. That the Representative is not entitled to receive any remuneration for sponsoring or introducing any other Representative to the Company and that they cannot make a charge for any training or other aid given to other Representatives, except such as may be incurred for the hire of a room, the provision of meals and accommodation and the travel expenses and entertainment provided for other Representatives for the purpose of such training. If a sponsored Representative resigns, or any activity that results in a refund, the Company reserves the right to recover any commissions paid out by demand or by deductions from future earnings.
24. Not to acquire simultaneous beneficial interest in or control of more than one Representativeship.
25. Not to use the New Image name or trademark or Product Trademarks without prior written approval from the Company except in accordance with the terms of the Agreement and the companies Policies and Procedures. Any use of the New Image name in promotional materials by Representatives must be accompanied by the words "Independent Representatives".
26. Not to produce, sell, distribute or use any film, sound recording or printed material, or use any photocopied or reprinted literature which is not supplied by the Company other than personal stationery without the prior written approval of the Company.
27. Not to use their Company contacts to promote the sale of any other goods or services.
28. To indemnify and keep indemnified the Company from and against any and all loss, damage and liability (whether criminal or civil) suffered and any and all legal fees and costs incurred by the Company resulting from a breach of the Agreement by the Representative or from any act, neglect or default of the Representative, their agents, employees, licensees or customers, including (in particular) breaches resulting in any successful claim by any third party, alleging libel or slander in respect of any matter arising from the supply of the Products or conduct of the Representative's business.
29. Not to purchase the Products or services in unreasonable quantities solely for the purpose of qualifying for advancement in the Company's Compensation Plan and that failing to uphold this policy in training as well as in building a business could result in the termination of the Agreement. In placing a new order the Representative certifies that of all Products previously supplied to the Representative, seventy percent (70%) of those Products have been supplied to or received for customers or have been consumed. In Singapore the holding of inventory is prohibited.
30. The Representative agrees that the identities of the Company's Representatives is the intellectual property of the Company and the Representatives shall not during the currency of this agreement recruit, solicit or reveal to any third party the identity of any Representative of the Company either for the Representative's own purposes or the purpose of any third party whether or not that third party is a direct selling or network marketing company. Any unauthorised use of New Image confidential information may result in the termination of the Representativeship and legal action. In the event of suspension or termination no further monies will be payable by the Company. The Representative agrees that the remedy at law for any breach of clause 30 and/or 31 may be inadequate and that, in addition to any other relief to which the Company may be entitled, New Image International or any successor shall be entitled to injunctive or other equitable relief restricted to breaches of clause 30 and/or 31.

## Liquidated Damages

The Representative hereby acknowledges and agrees that the restrictions contained in this Agreement are reasonable and necessary in order to protect the legitimate interests of the Company and that any violation of the restrictions contained in this Agreement will result in irreparable injury to the Company.

Therefore the Representative agrees and acknowledges that because of the difficulty or impracticability of measuring the resulting damages should the Representative breach the provisions of clause 30 and/or 31, that in addition to any rights or remedies the Company shall be entitled to, the amount of NZD 5,000 for each identifiable and severable breach of these clauses shall be payable to the Company. In addition to the foregoing liquidated damages, the Company shall be entitled to recover lost profits and other economic damages should the Representative breach the provisions of this Agreement.

31. Not to solicit Representatives already sponsored by another individual in the New Image programme. The Company also strictly prohibits Representatives from knowingly sponsoring or directly or indirectly helping others to sponsor into any other sales organisation, any Representativeship not personally sponsored. Cross recruiting and any other form of unauthorised line of sponsorship changes (known as stacking) will result in suspension or termination of all Representatives involved.
32. A Representative may sponsor internationally. The Representative undertakes to become fully conversant with the terms and conditions of the Company requirements, taxation requirements (including any withholding tax provision) and legislative

requirements in all countries in which New Image and the Representative's network operate. A Representative may, with the prior approval of the Company, engage in international business development in countries where there is not yet any New Image representation. People sponsored in such countries must have a mailing address in a New Image country and qualify in a New Image country of operation.

33. That the Representative will pay the Company a management service charge of 5% of their monthly rebates and the Company shall, in consideration of the service charge, supply monthly statements of personal rebates, tracking of Representative's entire New Image network and monthly statements of personal rebates and network activity, provided that the Representative and their network is active.
34. The Royalty Club and other bonuses which may not form part of the official Compensation Plan are paid at the Company's discretion and recipients must be personally present at the full convention at which the recognition is presented to collect such items, or forfeit the right to receive them. The Company reserves the right to review all non-Compensation Plan cash and other incentives from time to time.
35. That the minimum age requirement to become a New Image Representative is 18 years.
36. That these Terms and Conditions have been read and understood, and that the violation of any of these Terms and Conditions constitutes a breach of the Agreement and may result in the termination of the Agreement by the Company in accordance with the procedure set out in the companies Policies and Procedures.

## THE REPRESENTATIVE'S RIGHTS

1. The Representative may market the Products and the business opportunity within the legislation applicable from time to time in the country or countries in which they operate. The Representative may sponsor persons to become Representatives in other countries where the New Image system is in operation in accordance with the rules set out for international sponsoring in the Policies and Procedures. No Representative will be given an exclusive territory or an exclusive Representative franchise.
2. The Representative has the right within a period of fourteen (14) days of entering into this agreement to cancel the Agreement without penalty by written notice of termination and to return the Representative Literature and any products purchased within that period and which remain unsold provided that such unsold goods are in the same condition as at the time of purchase and to require the Company to refund all monies paid in respect of such Representative Literature and Products.
3. Except where the obligation of the Representative is specified to apply after termination of the Agreement in respect of non-competition in accordance with these Terms and Conditions, the Representative shall be released from all future contractual liabilities toward the Company on termination of the Agreement at any time.
4. The Representative understands and agrees that bonuses or commissions paid within the preceding 120 days on Products returned by Representatives in their downline may be deducted from their account with the Company at any time where a Representative in their downline terminates their Agreement or is terminated by the Company.
5. The Company shall be entitled to request proof of ownership (e.g. sales receipts) for the Products for which the Representative is requesting refund from the Company.
6. This Agreement is personal to the Representative and the Representative's interest in this Agreement cannot be assigned or transferred without the prior written consent of the Company.

## COMPANIES AND PARTNERSHIPS

Companies and partnerships may become Representatives in accordance with the companies Policies and Procedures and on the following terms:

1. The Agreement must be signed by an authorised officer of the applicant company and must be returned to New Image International together with a list of the names of the directors, secretary and shareholders of the company.
2. In the case of a partnership all partners must sign the Agreement.
3. Company directors or shareholders or partners in a partnership must not have been Representatives within 90 days of the execution of the Agreement, provided that this clause shall not apply to a Representative who wishes to change their status from individual Representative to a company or partnership Representative under the same sponsor.

## THE COMPANY AGREES

To make available to the Representative quality Products in Accordance with the companies Policies and Procedures and Compensation Plan as contained in the Representative Literature.

To use its reasonable endeavours to supply the Representative with all Products ordered by the Representative.

To promptly pay all commissions due to the Representative in accordance with the Compensation Plan.

## REFUND POLICY

The Company will refund the cost price of any initial product order purchased upon the following conditions:

1. That the Company receives notification of the distributor's resignation in writing within 14 days of the date appearing on the initial invoice.
2. That the returned goods are in resaleable condition and in complete packs.
3. That the Company has approved the prior shipping of the goods.
4. That all freight charges are at the applicant's expense.
5. That there is adequate proof of purchase.
6. That a 10% handling fee will be deducted.

## EXCHANGE POLICY

The Company will exchange any products supplied to the applicant upon the following conditions:

1. That all shipping and freight charges are to be paid by the applicant.
2. That the goods returned are in complete packs, and have not less than half of their shelf life unexpired as at the date of receipt by the Company and in current packaging.
3. That the goods are accompanied by proof of purchase (invoice).
4. Exchange value will be based on P.V. to compensate for rebates already paid out.
5. Any variation in P.V. will be adjusted against monthly P.V.

## CHANGE OF SPONSORSHIP

New Image will not permit any change in the line of sponsorship. If you wish to change sponsorship you will be required to terminate your membership in writing. You may re join the company with the sponsor of your choice after a period of six (6) months. Your status will not be reinstated, you will need to qualify for Manager/Supervisor status as per the marketing plan. Your downline will also be forfeited.

## COMMUNICATION

Due to the unique way we conduct our business various means and methods of communication are required.

The communication methods of choice that New Image utilises are and are not limited to Phone, Fax, E-mail, Postal, and Website. By the signing and submission of this application all parties do agree that any communication from New Image is not deemed as unsolicited. New Image undertakes to ensure the security of such information and will only utilise it in the maintenance and development of the New Image compensation plan and business. It will not be used or passed on to any other third party without the express permission of the Member and not in a fashion that will not enhance your New Image business.

## THE COMPANY RESERVES THE RIGHT

To terminate the Agreement at any time by one calendar month's notice in writing and forthwith by written notice for any one or more of the following:

1. A breach by the Representative of any of the provisions of the Agreement and/or the Terms and Conditions as set forth in the New Image Policies and Procedures.
2. If the Representative engages directly or indirectly in any conduct prejudicial to the Company or the marketing of the Company's Products or if the Representative shall cause the name of the Company its business or any of its other Representatives to be brought into disrepute.
3. If the Representative supplies false information at the time of original registration or renewal of the Agreement.
4. Failure of the Representative to renew the Agreement in accordance with its terms.
5. If the Representative does not at all times conduct themselves and their business in an ethical, legal, moral and financially competent manner and otherwise in accordance with the terms of the Agreement and the Policies and Procedures.

To make any changes in the content, description, range and formulation of the products, including any changes in the marketing strategy, Compensation Plan prices, Policies and Procedures and Terms and Conditions contained in the Representative Literature from time to time and any such change shall take effect from the date decided by the Company.

## WAIVER

The waiver by the Company of any breach or non-enforcement by the Company of any of the terms of the Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

## CONFLICT

In the event of any conflict between these Terms and Conditions, the Policies and Procedures, the Compensation Plan and any other document issued by the Company and forming part of the Agreement from time to time the provisions of these Terms and Conditions shall prevail.

## SEVERABILITY

If at any time any provision of the Agreement shall be found to be illegal, unenforceable or invalid in whole or in part the remaining portions of such provisions and other provisions of the Agreement shall continue to be binding and in full force and effect.

## NOTICES

All notices to be served under the Agreement shall be sent by first class mail to the last known address of the addressee and shall be deemed served 48 hours after posting.

## FORCE MAJEURE

The Company shall not be liable for non-performance of its obligations under the Agreement due to circumstances beyond its reasonable control.

## STATUS

The Agreement and all rights and obligations hereto shall be governed and construed in accordance with the law of New Zealand and the parties hereto hereby submit to the jurisdiction of the New Zealand Courts.

## EFFECTIVE DATE

The effective date of the Agreement shall be the date on which it is accepted by the Company. On acceptance by the Company the Agreement shall remain in force until the annual anniversary and may be renewed each year on condition that the renewal fee, as set from time to time, is paid in full by the due date, and on condition that the Representative is not in breach of the Agreement and Policies and Procedures as amended from time to time.

## IMPORTANT

Representatives should never promise or imply that there is a minimum or maximum average income that representatives can earn. In explaining our Organisation, remember that everyone is different and the amount of personal success is fully dependent on the effort and dedication each individual is prepared to apply to their own representativeship. Every representative deals directly with, and buys directly from, the Company.

Therefore, there is no reason for a representative to be purchasing product in any quantities other than sufficient to cover personal use and personal sales.