

- 1 'Company' means Usborne Books at Home, a division of Usborne Publishing Limited. The 'Usborne Organiser' means you.

YOUR OBLIGATIONS TO THE COMPANY

- 2 You agree to sell, advise and promote regularly the Company's products (books, games, jigsaws and other publications) to the best of your ability within the United Kingdom as well as certain other EU member states (as listed on the company website), the Channel Islands, the Isle of Man and BFPOs (unless otherwise agreed by the Company).
- 3 You will comply with all reasonable directions given to you by the Company in relation to the conduct of your business as an Usborne Organiser and act in the Company's best interests at all times. In particular you will comply with the following obligations:
- (3.1) You will conduct your business as an Usborne Organiser in an ethical and honest manner, and do nothing which may harm or damage the reputation of that business or the Company, or bring the Company into disrepute.
- (3.2) You will not assign or transfer or share in whole or in part your business as an Usborne Organiser or any right or obligation under this Agreement (which is personal to you) with any other person, firm or company, without the Company's prior written consent. You will conduct, control and be personally responsible for your business as an Usborne Organiser.
- (3.3) You will not sell the company's products through or to any retail outlet, including on-line outlets, whether hosted by yourself or a third party. The only exception is if you have an official Usborne templated website, and you are compliant with all Usborne copy right requirements in all areas of your Usborne business.
- (3.4) You will not make claims for the Company's products or business which are not set out in (or are inconsistent with) the Company's literature or directions.
- (3.5) You will adhere to the rules and policies for advertising the Company's products and business and all laws relating to your business as an Usborne Organiser and to the promotion and sale of products supplied by the Company.
- (3.6) You will comply with all instructions given by the Company and all the provisions contained in the Organiser Handbook as amended by the Company in writing from time to time, as if they were incorporated in this Agreement.
- (3.7) You agree not to pledge the credit of the Company for any reason and not to commit the Company to any obligation or liability.
- 4 Your financial obligations during the first twelve months after the signing of this agreement are to pay for the Kit in accordance with clause 11 and to pay for such products as you choose to purchase from the company. Beyond this, you have no further financial obligation. Within the first seven days after the signing of this agreement you may not place orders totalling over £200 (including the price of the Kit).
- 5 You may introduce others as prospective Usborne Organisers in accordance with the procedures set out in the Organiser Handbook.

INDEPENDENT STATUS

- 6 You will be a self-employed independent contractor and not an employee, representative or agent of the Company or of any other Usborne Organiser.
- 7 In promoting and selling the Company's products to third parties you will act as a principal, selling them solely on your own account. You will not enter into any contract as an agent for the Company without the Company's express prior written consent.
- 8 You will be solely and personally responsible for all levies and taxes on income you earn as an Usborne Organiser, including Value Added Tax (where applicable) and National Insurance contributions and you hereby indemnify the Company in that respect.
- 9 Your business as an Usborne Organiser will in every respect be independent of the Company's business and of any other business and you will conduct it as such.
- 10 You may not promote any other business or product using the brand, goodwill, product or any marketing material or service or incentive provided by Usborne, whether free or otherwise.

THE COMPANY'S OBLIGATIONS TO YOU

- 11 For the current kit price the company will provide you with a kit which includes a selection of titles from the current catalogue at a considerably reduced price on the actual retail value. Payment must be submitted with your agreement and can be by debit or credit card, or a cheque made payable to Usborne books at Home.
- In the unlikely event of your not subsequently submitting orders worth a minimum value of £100 in total, within 12 weeks of our receiving your agreement and payment, we will alter your Usborne status from Organiser to customer, and invoice you for the difference between the price you paid for your kit and the retail price. Following receipt of your balance payment the kit is entirely your property and your further obligation to us is nil.
- 12 The Company agrees to allow you, as an Organiser, to deduct and keep commission at the current prevailing rate from the sales value of all your orders, and to pay commissions in accordance with the currently published commission plan.
- 13 The Company agrees to make available product knowledge and training in presentation to enable you to provide a quality service to customers.

NOTICE

- 14 This Agreement may be terminated immediately by either party if either party commits a material breach of its obligations to the other or if you do anything which in the opinion of the Company is prejudicial to the Company's interests. Either party may otherwise terminate this Agreement by giving to the other not less than 14 days written notice.
- 15 If you give written notice to the Company within 14 days of signing this Agreement your payment will be refunded provided the Kit is returned promptly and in good condition. Notice given after 14 days of signing this Agreement will incur a £10 administration charge which will be deducted from your Kit payment. You may not rejoin the company within six months of terminating your agreement, nor can anyone at your address.
- 16 Notice of this termination shall be given to the other party at the latter's latest address, either that given on this agreement or such other address subsequently notified in writing to the terminating party
- 17 If the contract is terminated by the Company or, after the first 14 days, by you, you have the following rights: (a) you will incur no future contractual obligations under the agreement; (b) you will have the right, within 21 days of the termination, to return to the Company all products purchased by you from the Company within the 90 days prior to the termination and to recover from the Company the (VAT inclusive) price paid by you for them, less a reasonable handling charge and, in the case of goods which have deteriorated because of your own fault, less an amount to reflect their resulting diminution in value (these deductions will not be made where the Company terminates the contract); (c) where the Company terminates the agreement, the Company will refund your reasonable carriage costs in returning the products. In addition, after termination, you will have the right (in accordance with, and subject to, the terms set out in the Code of Business Practice of the Direct Selling Association) to return and claim a partial refund for products which you purchased more than 90 days and up to one year prior to termination and which remain unsold by you.
- 18 Commissions and bonuses paid to you may be retained by you even after termination of the agreement, except that after termination of the agreement the Company may reclaim payment of any commissions and bonuses paid to you in respect of goods returned under clause 17 above. No commission or bonus will be reclaimable by the Company more than 120 days after it was paid.

GENERAL

- 19 This Agreement shall become binding on both parties on the day that the Usborne Organiser signs it. Soon after the Company receives the completed Agreement, it will send you a letter confirming your Usborne Organiser Number.
- 20 This Agreement shall be subject to English law and to the exclusive jurisdiction of the English courts.
- 21 The Company reserves the right, for any reason, to terminate this agreement immediately by giving you written notice within 14 days of the date of this agreement. In that case your payment will be refunded provided the Kit, if already supplied to you, is returned promptly and in good condition.
- 22 This agreement and the rules, policies and procedures set out in the Organiser Handbook comprise the entire agreement between the parties.