



## Terms and Conditions

### 1. Appointment

Narlas hereby appoints the person named on the Registration Form as a Narlas Jewellery Agent and grants to the Narlas Jewellery Agent the right to market, promote and sell the Products in the UK as a non-exclusive distributor of Narlas.

The Narlas Jewellery Agent warrants that she is entering into this Agreement in her capacity as an individual, that she is at least 18 years of age and that she is a resident of the United Kingdom.

### 2. Financial Obligations of the Narlas Jewellery Agent

- a. The Narlas Jewellery Agent is an independent contractor and shall be responsible for all costs and expenses she incurs as a result of her distribution business for Narlas, including but not limited to those for travel, accommodation, business stationery and the purchase of any goods or services.
- b. No Narlas Jewellery Agent is obliged for any reason, during the term of this Agreement to:
  1. purchase from Narlas or any third party any specified amount or value of Products, or other services or goods or maintain a specified minimum inventory
- c. The Narlas Jewellery Agent shall only place orders with Narlas for Products for which she has taken orders from end users ("Customers"), who are not also Narlas Jewellery Agents, or which she requires for reasonable personal use or for demonstration and display purposes.

### 3. Conduct of the Narlas Jewellery Agent

- a. The Narlas Jewellery Agent acknowledges and understands that she may only use the name of Narlas, any of its trade marks or logos, product or trade names or designs for the purpose of exercising her rights and performing her obligations under this Agreement and shall not use the names etc in any way which may prejudice their distinctiveness or validity or the goodwill of Narlas therein.
- b. The wording of Narlas Jewellery Agent generated advertisements, circulars, notices and documents, whether in written, electronic or any other form relating to Narlas or the Products must be approved in advance by an authorised officer of Narlas. The Narlas Jewellery Agent agrees in producing such materials for approval, that she will mark her name and address on all brochures and other literature prior to circulation by the Narlas Jewellery Agent.
- c. The Narlas Jewellery Agent shall not, without prior written agreement from Narlas, make or provide any statement, photograph or information relating to the Products or Narlas, to any journalist, press correspondent or any other person who might publish such statement, photograph or information in the media.
- d. The Narlas Jewellery Agent shall not damage, delete any material from, add any material to or tamper in any way with the Products or their packaging.
- e. The Narlas Jewellery Agent shall not make any promise or representation to (potential) Customers nor give any guarantee or warranties in relation to any Products other than as detailed on Narlas website or authorised by an officer of Narlas or by this Agreement. She shall not admit any liability or attempt to settle any Customer claims with respect to the Products on behalf of Narlas.
- f. The Narlas Jewellery Agent agrees to comply with all laws and statutory restrictions and guidelines relating to Narlas Jewellery Agent at Narlas business and will not, in carrying out her obligations, put herself or Narlas in breach of any law or applicable code. The Agent will make appropriate returns and, if applicable, pay all amounts due for income tax, national insurance and VAT directly to the appropriate authorities.
- g. Narlas maintains product liability insurance, but does not cover the Narlas Jewellery Agent in respect of any other liability arising from her conduct of her Narlas business.
- h. The Narlas Jewellery Agent is expected to represent Narlas in a respectable and decent manner. This includes, amongst others, no use of inappropriate language or behaviour and looking her best to maximise appeal with customers and hence optimise the Narlas Jewellery Agents' sales opportunities.



#### **4. Indemnity**

If the Narlas Jewellery Agent fails to comply with any of her obligations under this Agreement, she shall indemnify Narlas from and against any losses, costs, expenses, charges and/or liabilities (whether civil or criminal) incurred as a result of such failure.

#### **5. Supply and Sale of Products**

- a. Subject to condition (f) below the Narlas Jewellery Agent shall order Products only from Narlas and sell these only to Customers. Narlas Jewellery Agents shall refrain from marketing, advertising or establishing distribution facilities for the Products outside the UK. Narlas Jewellery Agents will not sell Narlas products on the Internet or to any retailers.
- b. Narlas has a recommended retail price at which the Narlas Jewellery Agent must sell the Products.
- c. The Narlas Jewellery Agent shall place orders in accordance with the procedure set out in the Training Manual and shall be responsible for the accuracy and completeness of the orders she places with Narlas.
- d. The price of the Products sold to the Narlas Jewellery Agent shall be indicated in the Training Manual issued by Narlas. Narlas reserves the right to change the price of the Products from time to time.
- e. Narlas reserves the right to sell the Products to other Narlas Jewellery Agents, Customers and nothing in this Agreement shall entitle the Narlas Jewellery Agent to any priority of supply in relation to the Products as against any of Narlas other customers.
- f. The Narlas Jewellery Agent will not accept orders for purchases which she knows to be for unreasonable volumes, for example if the purchaser had no need of the goods, either for her own use or for re-sale within a reasonable period.
- g. The Narlas Jewellery Agent will make personal or telephone contact with customers only in a reasonable manner and during reasonable hours, normally not before 8am or after 9pm, and will inform the customer that the purpose of the visit or call is to solicit or confirm an order for products.

#### **6. Delivery and Payment**

Narlas shall be under no obligation to the Narlas Jewellery Agent or any other person to release any Products to the Narlas Jewellery Agent or any other person unless Narlas has received payment in full for the same. The Narlas Jewellery Agent shall pay for any cash sold Products in accordance with the payment terms as set out in the Training Manual.

#### **7. Information and Promotional Materials**

The Narlas Jewellery Agent understands that information and materials provided to her contain confidential and proprietary information of Narlas. She will not use, disclose or reproduce these materials other than for her business without the prior express written consent of Narlas. She will take appropriate steps to protect the security of personal data in her possession.

#### **8. Remuneration of the Narlas Jewellery Agent**

Narlas shall pay the Narlas Jewellery Agent commission in accordance with the terms in the Training Manual, as amended from time to time in accordance with article 10 below. Narlas will not offer and a Narlas Jewellery Agent may not accept any payment for the introduction of potential Narlas Jewellery Agents to Narlas. Narlas will complete the commission payment once all payment from a party has been received. The payment of all monies which may become due to Narlas Jewellery Agent is conditional on full compliance of this Agreement.

#### **9. Structure**

In addition to any other rights and remedies available to Narlas, if any amount payable by the Narlas Jewellery Agent to Narlas becomes overdue, Narlas may deduct such amounts from any monies due from Narlas to the Narlas Jewellery Agent.



## **10. Amendments**

Narlas reserves the right to vary the price, variety, specification and packaging, form or design of any Products at any time.

## **11. Term and Renewal**

This Agreement shall commence on the date of signature by the Narlas Jewellery Agent and will continue until or unless terminated by Narlas or the Narlas Jewellery Agent pursuant to the termination provisions as set out below. At the end of each 3 month period Narlas may require the Narlas Jewellery Agent to confirm whether she wishes to continue as a Narlas Jewellery Agent or terminate this Agreement. If the Narlas Jewellery Agent fails to respond to such requests Narlas shall be entitled to terminate this Agreement with 14 days written notice to the individual.

## **12. Termination by the Narlas Jewellery Agent**

- a. The Narlas Jewellery Agent may, by giving 14 days written notice to Narlas at PO Box 506, Tunbridge Wells, Kent, TN2 9RX terminate this Agreement at any time.
- b. If the Narlas Jewellery Agent terminates this Agreement within 14 days of entering into it, she does so without penalty and with the right to recover any monies which she has paid to Narlas in accordance with this Agreement.
- c. If the Narlas Jewellery Agent terminates this Agreement after the period of 14 days from the date of entering into this Agreement, the Narlas Jewellery Agent shall have the right to return to Narlas any Products she has purchased from Narlas within a period of 90 days prior to such termination and which remain unsold and to recover from Narlas the price which the Narlas Jewellery Agent paid for them unless:
  - i. the condition of any Products has deteriorated due to any act or default on the part of the Narlas Jewellery Agent
  - ii. there is still money owed from the Narlas Jewellery Agent to Narlas on any accountNarlas shall be under no such obligation if and to the extent that the products:
  - (a) were acquired in breach of this agreement,
  - (b) are not returned to Narlas in an unused, commercially resalable condition not more than 14 days after termination, or
  - (c) if the Narlas Jewellery Agent had been informed that the products were seasonal, discontinued or special promotion products which were not to be subject to buy-back.

## **13. Termination by Narlas**

This Agreement may be terminated by Narlas forthwith for any or more reasons:

- a. the Narlas Jewellery Agent directly or indirectly engages in any conduct prejudicial to the business or reputation of Narlas or the Products
- b. a material breach by the Narlas Jewellery Agent of this Agreement
- c. the Narlas Jewellery Agent supplies false information at the time of application and/or signing of this Agreement

## **14. Return of Products**

On termination of this Agreement, the Narlas Jewellery Agent shall return any Products in respect of which she is claiming a refund within 14 days of such termination to the address of Narlas.

## **15. Recovery of Commission**

On termination of this Agreement Narlas may retain and/or recover any commission which has been paid to the Narlas Jewellery Agent within the preceding 90 days where such commission was paid to the Narlas Jewellery Agent in respect to Products which have been returned to Narlas and for which Narlas has paid a refund as a result of the termination of a Narlas Jewellery Agent Agreement.



## **16. Consequences of termination**

On termination of this Agreement:

- a. the Narlas Jewellery Agent shall return to Narlas all documents constituting this Agreement and any other documents, information material, manuals or support material or items given by Narlas to the Narlas Jewellery Agent during her appointment
- b. the Narlas Jewellery Agent shall not, for a period of 90 days after termination of this Agreement, directly or indirectly, entice any other Narlas Jewellery Agent away to another business or company which competes directly or indirectly with Narlas
- c. Narlas shall be entitled to set off the cost of any Products or demonstration items held and not returned against monies or deposits held by Narlas at the date of termination

## **17. Miscellaneous**

- a. The parties are not, nor shall they claim to be or imply that they are partners or joint ventures, nor is the Narlas Jewellery Agent an employee of Narlas nor does the Narlas Jewellery Agent have any authority to act on behalf of or as an agent of Narlas save as especially authorised by this Agreement and the Narlas Jewellery Agent shall not claim or imply otherwise.
- b. In promoting, marketing and selling Narlas Products to third parties, the Narlas Jewellery Agent acts as a principal, selling them solely on her own account.
- c. If any of the terms of this Agreement shall be found to be illegal, invalid or unenforceable under any applicable law, such term shall be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of any other term or condition of this Agreement, all of which shall remain in full force and effect.
- d. This Agreement constitutes the entire Agreement between and the Narlas Jewellery Agent and supersedes any previous agreement between them relating to the subject matter of this Agreement.
- e. No third party which is not party to this Agreement may enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- f. Where the context so admits or requires, reference to the feminine gender includes the masculine gender and vice versa and words denoting the singular include the plural and vice versa. Headings used in this Agreement shall not affect their interpretation.
- g. The Agreement is governed by English law and parties agree to submit to the exclusive jurisdiction of the English Courts in the event of any dispute arising out of or in connection with this Agreement.