

TERMS AND CONDITIONS

1. Definitions

- (a) 'Partner' means Independent Distributor (ID) or Community Fundraiser (CFR) or Independent Representative (IR) of Telecom Plus PLC;
- (b) 'We' or 'Us' or 'Our' or 'Company' means Utility Warehouse Limited, a wholly owned subsidiary of Telecom Plus PLC, and/or the Utility Warehouse as applicable;
- (c) 'You' means the person whose name appears under Partner details overleaf;
- (d) The singular shall be deemed to include the plural where applicable;
- (e) 'Services' means the services made available or provided by Us to Our customers.
- (f) 'Relevant Representatives' means directors, secretary and shareholders of a company or partners in partnerships or governors of a school or trustees of a charity or members of the management committee of a fundraising body, as applicable.

2. Your Obligations as a Partner

In consideration of us granting you the right to promote the Services in accordance with the terms of this Agreement you agree:-

- 2.1 That the principal purpose of being a Partner is the promotion of the Services;
- 2.2 That you are wholly independent and that this Agreement does not create any employer/employee, agency, partnership or joint venture relationship. You understand that you have no power or authority to incur any debt, obligation or liability or to make any representations or warranties on our behalf;
- 2.3 That you are responsible for your own decisions and expenditure and we will not be responsible for any loss, cost, claim or any liability relating thereto;
- 2.4 To comply with all government laws and regulations as may be applicable to your Utility Warehouse business activities, from time to time, and be responsible for filing all necessary returns and paying all income taxes, self-employed national insurance contributions and value added tax due in relation to your business and to keep such records as are necessary to ensure the proper assessment and payment of tax;
- 2.5 To comply fully with the Company Policies and Procedures as set out in the Business Manual included with the starter materials sent to you, or as otherwise notified by us to you from time to time;
- 2.6 Not to present or market the services or the business scheme until you have completed the mandatory training requirements as set out in Policies and Procedures, and thereafter to do so ethically and professionally.
- 2.7 You understand that if you personally introduce a new distributor, then you are responsible for helping them to become a QD, as well as providing encouragement, motivation and support to help them build a successful Telecom Plus business; if you are not able to assist them in qualifying their position for any reason, then you must nominate or request a Mentor who will take over this responsibility from you.
- 2.8 That the use of media advertising for our Services or business is expressly prohibited except with our prior written approval. Copy must be submitted at least 10 working days before the intended publication or transmission date. Media advertising includes but is not limited to newspapers, magazines, radio, television and the Internet;
- 2.9 To pay for all orders in one of the following ways: cash, banker's draft, credit card, debit card, direct debit, or personal cheque and to ensure that sufficient funds are available to meet the cost of the transaction;
- 2.10 At all times to treat as confidential and in the nature of a trade secret the names of our Partners, which are held and protected by us as confidential information, and not to use or disclose to any third party the Partner names and/or organisational summaries provided by us to you or prepared by yourself which are solely and exclusively for the benefit of your Telecom Plus business;
- 2.11 Not to make any claims, statements, representations or warranties relating to us, our Services or method of operation, which are not contained in our literature;
- 2.12 Not to acquire a simultaneous beneficial interest(s) in more than one Partner position without our prior written consent;
- 2.13 Not at any time to make unauthorised use of our copyright, trademarks, tradenames, slogans, symbols and colour schemes without our prior written permission, save that you shall be entitled to use our official marketing materials, sample Products and any advertising which is provided or sold to you by us from time to time;
- 2.14 Not to participate in a business scheme promoted by any other Company whose Services compete either directly or indirectly with the Services offered by us.

3. Renewal and Termination

- 3.1a A monthly renewal fee ('MRF') is payable with effect from the first anniversary of this Agreement as follows:-
Independent Distributor
 - (i) If your monthly commission (net of any other deductions) exceeds the MRF, then the MRF will be deducted by the company; or
 - (ii) If your monthly commission (net of any other deductions) is less than the MRF, then an amount equal to the MRF plus a £1 administration fee will be collected using the direct debit details set out overleaf or as subsequently notified to us.Community Fundraiser and Independent Representative
 - (iii) If your monthly commission (net of any other deductions) exceeds the MRF, then the MRF will be deducted by the company; or
 - (iv) If your monthly commission (net of any other deductions) is less than the MRF, then this agreement will terminate with

immediate effect.

- 3.1b In the event that your bank refuses to pay any direct debit for any reason, we shall be entitled to terminate this Agreement forthwith.
- 3.2 During the term of this Agreement or any renewal thereof, or for a period of 90 days after the termination of this Agreement for any reason whatsoever, you agree not to take or encourage any action or make any statement the purpose or effect of which would be to interfere with the Company's contractual relationship with any other Partner and without prejudice to the generality of the foregoing, not to directly or indirectly contact, solicit, entice, sponsor or accept any Partner into opportunities in schemes in any company other than ourselves or to cease being a Partner;
- 3.3 You may terminate this Agreement at any time by giving 14 (fourteen) days' written notice to us;
- 3.4 We reserve the right to terminate this Agreement at any time forthwith upon giving written notice to you that we have reasonable cause to believe you have acted in contravention of the terms of this Agreement or otherwise against the best interests of the Company;
- 3.5 You may dispose of your position as a Partner in any manner allowed by law subject to our prior written approval and in accordance with the Policies and Procedures. Any such sale, assignment or other transfer will not be valid until we have given written notice of the date from which the sale, assignment or transfer will be authorised. An administration fee is payable on every transfer;
- 3.6 You have the right within a period of 14 (fourteen) days of entering into this Agreement to cancel the Agreement without penalty by notifying us in writing. If you return the Partner Starter Pack to us, together with any additional marketing materials purchased within that period which remain unused, then provided that such unused goods are returned within seven (7) days of your notifying us as aforesaid, in the same condition in which they were sold to you (save only in respect of any external wrappings which may have been broken) then we will refund any monies paid by you to us in respect of such Partner Starter Pack and marketing materials;
- 3.7 Where you terminate this Agreement more than fourteen (14) days after entering into it pursuant to Clause 3.3 above, you have the right to return to the Company any marketing materials you have purchased within a period of 45 days prior to such termination and which remain unused and in the same condition in which they were sold to you (save only in respect of any external wrappings which may have been broken), and to receive from the Company the price (inclusive of VAT) which you paid for such marketing materials, less a handling charge of 50% of the price paid. This does not include the CFR/IR joining fee;
- 3.8 If this Agreement terminates pursuant to Clause 3.4 above, or as a result of you not having renewed your position as a Partner pursuant to Clause 3.1 above, then we will be under no obligation to repurchase any marketing materials purchased by you prior to the date of termination;
- 3.9 We shall be entitled to request proof of ownership, (e.g. a copy of our sales invoice to you) for any marketing materials that you require us to buy back in accordance with this Agreement. Payment of refunds may at the Company's option be made in the same form as the original payment.

4. Companies, Partnerships, Schools, Charities and other Fundraising Bodies

Companies, Partnerships, Schools, Charities and other Fundraising Bodies may become Partners in accordance with the Policies and Procedures.

- 4.1 This Agreement must be signed by an authorised officer of the organisation and must be returned to us together with a list of names of the Relevant Representatives printed on letter headed paper and a copy of the Certificate of Incorporation and most recent accounts of the organisation;
- 4.2 Relevant Representatives must not have been Partners throughout the 90 day period immediately prior to entering into this agreement, save that this sub-clause shall not apply to a Partner who wishes to change his status from being an individual Partner to a Relevant Representative directly under the same sponsor and with the same Partner ID;
- 4.3 This Agreement shall be voidable forthwith at our option in the event of a change in the ownership, management or control of a Corporate Partner.

5. Our Obligations to you and your rights as a Partner

We will make available the marketing materials for purchase by you in accordance with the Policies and Procedures and Compensation Plan as contained in the Partner Welcome Pack.

- 5.1 You may market and promote the Services and the business opportunity to anyone residing in any country where Telecom Plus operates. No Partner will be given an exclusive territory or an exclusive Partner franchise.
- 5.2 We will use our reasonable endeavours to supply you with all the marketing materials ordered by you within a reasonable period of time from receipt of your payment. We reserve the right to alter the price of the marketing materials from time to time by giving written notice to you and any such change will be effective on the date specified in the notice.
- 5.3 We will not accept any order from you and no sale of goods will be made to you in excess of the £200 maximum limit until the expiry of seven (7) days from the effective date of this Agreement.
- 5.4 In respect of Independent Distributors, CFRs and IRs: we will promptly pay any commission due to you in accordance with the Compensation Plan as contained in the Partner Welcome Pack and amended by us from time to time.
- 5.5 We will arrange and maintain in place a Public Liability

Insurance Policy covering all IDs in respect of their activities promoting our services, the cost of which is included within the Starter Fee and subsequent MRFs that are paid by you; full details of this policy are available on request.

- 5.6 The Company reserves the right to amend, modify, add to or delete any provision of this Agreement or term of the Policies and Procedures or any Company publication or the Services upon written notice to the Partner at any time; such changes shall forthwith become incorporated in this Agreement, and in relation to the Compensation Plan may apply retrospectively to the rates of commission payable in respect of pre-existing customers on their future use of the Services. In relation to changes to Policies and Procedures, a Partner who inadvertently finds himself in breach as a direct result of any change(s) shall have a grace period of 3 months in which to remedy that breach, and provided that breach is remedied within the aforesaid grace period the Company will not take any action against the Partner in respect thereof.

6. Waiver

Failure or delay in exercising any right under this Agreement on our part shall not operate as a waiver thereof.

7. Conflict

In the event of any conflict or inconsistency between this Agreement, the Compensation Plan, and the Policies and Procedures and any other document referred to herein, the terms of the most recently dated document shall prevail.

8. Data Protection

- 8.1 In connection with your provision of services to Us, We must process certain personal information about you. The personal information that We will process, the purposes for which We process that personal information, and the rights you can exercise over Our use of your personal information, are explained in our Partner Privacy Notice, which can be found on our website.
- 8.2 Your personal information may be processed by third parties for the reasons explained in Our privacy statement, including Our group companies and third-party service providers, who may be based in countries other than in your country of residence. However, We will implement measures with any recipients of your personal information to ensure it remains protected in accordance with these terms and applicable data protection laws.
- 8.3 If you have any questions or concerns about the collection, use or disclosure of your personal information, or you wish to exercise any of your rights under applicable data protection laws, please contact PartnerServices@utilitywarehouse.co.uk. We are the "data controller" of your personal information.
- 8.4 As a Partner, you must read and comply with Our data protection and information security policies as set out in Our Policies and Procedures, each as updated from time to time. You must only process personal information relating to Our staff, customers, suppliers and other third parties as necessary for the performance of your Service and you must protect the confidentiality of that personal information at all times. Failure to comply with Our data protection and information security policies as set out in Our Policies and Procedures, may result in disciplinary measures up to and including termination of your role as a Partner.
- 8.5 By agreeing to these terms, you: (a) acknowledge the processing of your personal information as described above and in Our privacy statement; and (b) agree to process staff, customer, supplier and other third party personal information strictly in accordance with applicable data protection laws and as set out in Our Policies and Procedures.

9. Notices

Any notice given under this Agreement may be delivered personally or sent by first class recorded delivery post to the address of the other party set out in this Agreement or to such other address as shall have been notified from time to time in writing by one party to the other. In respect of any notice given by you to terminate this Agreement the period of notice shall, when given by post, start to run from the day when such notice is posted by first class recorded delivery post to us.

10. Severability

If at any time any provision of this 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 this Agreement shall continue to be binding and in full force and effect.

11. Force Majeure

This Agreement shall be terminated without liability on either party in the event that either party is prevented from complying with their obligations hereunder due to circumstances beyond their reasonable control.

12. CFRs and IRs

(i) Clauses 2.4, 2.7, 2.11, and 3.5 above are not applicable to CFRs and IRs.
(ii) Telecom Plus reserves the right at its sole discretion to refuse an IR application for any company or organisation that it believes will recommend the services to customers that do not match the preferred customer profile. This includes, but is not limited to, letting agents, and debt management companies.

13. Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Utility Warehouse will notify you five working days in advance of your account being debited or as otherwise agreed. If you request Utility Warehouse to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Utility Warehouse or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when Utility Warehouse asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify Utility Warehouse.