AVON OPPORTUNITY AGREEMENT

This new Avon Agreement is applicable to all our Sales Leaders and Representatives, since 1 November 2020.

THIS AGREEMENT is made between:

(1) The person whose name is set out above (the **"Representative"** also referred to herein as **"You"** or **"Your"**) and

(2) **AVON COSMETICS LIMITED** (company registered no: 0592235) whose registered office is at Nunn Mills Road, Northampton, NN1 5PA (**"Avon"** or "Us")

INTRODUCTION

As communicated separately by Us via email to the email address You have provided Us with, You are entering into these terms and conditions (**"Terms"**) with Avon for a combination of one or more of the following:

i) to be appointed as an Avon Representative; and/or

ii) to be appointed as an Avon Sales Leader.

These Terms, together with the SLBG (defined below) and any other policy documents issued by Us and notified to You (**"Policy Documents"**) from time to time constitute a binding contract between You and Us (the **"Agreement"**). Please read through these Terms, the SLBG and issued Policy Documents carefully.

Please note:

Part 1 of the Terms applies on entering into this Agreement whether You have been appointed as an Avon Representative or an Avon Sales Leader;

Part 2 of the Terms applies where You are an Avon Representative; and

Part 3 of the Terms applies only where You are an Avon Sales Leader.

PART 1:

1. DEFINITIONS

In these Terms:

1.1. Activities: means the Representative Activities and/or the SL Activities, as appropriate.

1.2. Applicable Laws: means the laws of England and Wales and any other laws or regulations which apply to this Agreement.

1.3. Avon Materials: means Avon's advertising and promotional materials.

1.4. Avon Representative: means an independent sales representative of Avon.

1.5. Avon Sales Leader: means a sales leader who recruits and trains Avon Representatives, as described in the SLBG.

1.6. Confidential Information: means all information of a confidential nature (in whatever form) provided in connection with this Agreement, including any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind, but excluding any information which is, or subsequently is, in the public domain other than through any breach of this Agreement.

1.7. Controller, Processor, Data Subject and Processing: shall have the meaning given to those terms in the Data Protection Laws, and **"Process"** and **"Processed"** shall be construed accordingly.

1.8. Data Processing Particulars: means, in relation to any Processing: (a) the subject matter, duration, nature and purpose of the Processing; (b) the type of Personal Data being Processed; (c) the categories of Data Subjects and (d) permitted purposes, permitted recipients or allocation of responsibility (as applicable), as set out in Appendix 1.

1.9. Data Protection Laws: means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the Data Protection Act 2018 ("DPA") and the GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

1.10. Data Subject Request: means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object.

1.11. DSA: means the UK Direct Selling Association.

1.12. GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.

1.13. ICO: means the UK Information Commissioner's Office, or any successor or replacement body from time to time.

1.14. ICO Correspondence: means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data.

1.15. Important Stuff: means the information set out in the "Important Stuff" section of the Representative website at www.avon.uk.com/importantstuff which forms part of this Agreement and contains some Policy Documents.

1.16. Intellectual Property: means all intellectual property rights, whether registered or not, belonging to, vested in or licensed to Avon or any other company in the Avon group of companies.

1.17. Personal Data: means any personal data (as defined in the Data Protection Laws) Processed by either party in connection with this Agreement, and for the purposes of this Agreement includes personal data that reveals such categories of data as are listed in Article 9(1) of the GDPR (as such Personal Data is more particularly described in Appendix 1 (Data Processing Particulars);

1.18. Representative Activities: means the direct selling activities to be undertaken by the Representative for Avon in promoting and selling Avon products.

1.19. Restricted Country: means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable).

1.20. Sales Leader Business Guide or **SLBG:** means the business guide as issued by Avon to its Sales Leaders from time to time and which forms part of this Agreement and has effect as if set out in full in this Agreement.

1.21. SL Activities: means the activities to be undertaken and services to be provided by You, acting in Your capacity as a Sales Leader, as described in the SLBG.

1.22. Territory: the United Kingdom, Channel Islands and Isle of Man.

2. ELIGIBILITY

2.1. You represent and warrant that:

2.1.1. You are 18 years of age or over and are, and will remain, resident in the Territory during the term of this Agreement; and

2.1.2. are fully able to enter into this Agreement and to comply with the obligations set out in this Agreement.

3. APPOINTMENT AND STATUS

3.1. On accepting this Agreement and upon receipt of a Representative account number, You will be appointed, on a non-exclusive basis, as an Avon Representative.

3.2. You understand that You are an independent self-employed contractor and Avon hereby appoints You, and You hereby agree to undertake, the Activities.

3.3. You agree that if You promote and sell Avon products to third parties, You will act as a principal, selling them solely on Your own account. You agree not to portray yourself as an employee, worker, agent or partner of Avon, nor as having any authority to bind Avon contractually, nor to incur any liability on behalf of Avon.

3.4. Nothing in this Agreement shall:

3.4.1. render You an employee, worker, agent or partner of Avon;

3.4.2. give You authority to negotiate the sale or purchase of goods or services on behalf of Avon, or on behalf of, or in the name of Avon;

3.4.3. give You authority to incur any expenditure in the name of or for the account of Avon; or

3.4.4. authorise You to commit Avon to agreements with any third parties, including (without limitation) other Sales Leaders and Representatives.

3.5. You have the right to determine Your own selling processes and to set the prices at which you sell Avon products to third parties. The prices set out in any sales or advertising material marketed to consumers (end users) and provided by Avon, are recommended resale selling prices only.

3.6. Should You wish to promote Avon products online and receive earnings for this activity, You shall undertake such activity and We shall make payment for such activity in accordance with either the Representative Website T&Cs or Online Brochure T&Cs found here at:

www.avon.uk.com/importantstuff

3.7. You will be responsible for compliance with all matters associated with Your status as a self-employed individual including payment of all tax and national insurance contributions, and ensuring You have the necessary licences, insurance, registrations and/or permits required in order to conduct Your Activities. You will keep all such necessary records as deemed necessary by the relevant authorities to ensure proper assessment and payment of any such tax liabilities. You are legally obliged to report Your earnings to HM Revenue and Customs.

3.8. You must adhere to the standards and principles of behaviour set out in the "Consumer Code of Practice" and "Code of Business Conduct" as issued by the DSA from time to time (https://dsa.org.uk/dsa-codes-3/), and comply with Your obligations under the Consumer Rights Act 2015 (as amended or re-enacted from time to time).

4. TERM AND TERMINATION

4.1. This Agreement shall be deemed to have commenced once You have confirmed Your acceptance of these Terms, whether electronically or otherwise, and we have provided You with a Representative account number.

4.2. You have the right to cancel this Agreement without penalty within the first 14 days of this Agreement by notifying Avon in writing at the address given in this Agreement (or such address as notified in writing) and returning all products to Avon for a full refund, provided the products are returned in the same condition as supplied to You.

4.3. At any time after the first 14 days of this Agreement, either party may terminate this Agreement by giving to the other not less than 14 days written notice to be served on the other party at the address given in this Agreement, or such address as notified in writing.

4.4. In the event of a material breach of this Agreement by You or if You repeatedly fail to comply with Your obligations under this Agreement, Avon shall have the right to terminate this Agreement, in part or in its entirety, immediately in writing.

4.5. Termination of Part 2 of this Agreement shall automatically terminate this Agreement in its entirety.

4.6. On termination of this Agreement, howsoever caused, You:

4.6.1. must immediately cease using Avon's Intellectual Property,

4.6.2. must immediately destroy or return all Avon confidential information to Us;

4.6.3. cease promoting and selling the products;

4.6.4. pay all outstanding amounts;

4.6.5. contact Your customers to inform them You are no longer an Avon Representative and provide them with information as to how they can continue to purchase Avon products. From time to time Avon may provide a template email to enable you to comply with this obligation and help Avon comply with its obligations under Data Protection Laws. Avon reserve the right to withhold payments due to You or reclaim the final commission, incentive and bonus payments paid to You if You fail to comply with this requirement.

5. BEHAVIOURS

5.1. You shall not make any claims relating to Avon products other than those contained in current Avon marketing literature. Further guidance, as amended from time to time by Avon can be found here: http://rep.avon.uk.com/REPSuite/rep_guidelines_home.page

5.2. We encourage You to use marketing assets provided to You by Avon in the promotion and marketing of Avon products. Where You choose to use materials that have not been provided by Avon, You shall fully indemnify and hold Avon harmless from and against any and all actions, proceedings, losses, damages, liabilities, obligations, claims costs, charges and expenses (including legal and other professional fees and expenses) awarded against or suffered or incurred or paid by Avon of any nature whatsoever arising out of or in connection with the Your creation, publication or use of any such materials.

5.3. You shall uphold and act in a manner consistent with Avon values at all times when carrying out Your Activities.

5.4. You shall carry out your Activities in good faith and advertise, promote and sell Avon products in a responsible manner, in accordance with the SLBG, industry standards and any guidance or code of conduct issued by the DSA from time to time.

5.5. You shall not act in any manner or make any statement (in any medium, including on social media) which may, in Avon's sole opinion, cause damage to the reputation of Avon or its products.

5.6. If Avon is notified, or otherwise becomes aware, of any potential or alleged breach of any part of this Agreement by You then Avon will determine in its discretion if there is sufficient prima facie information to investigate and/or support the allegation, and if appropriate you will be contacted to provide a response. The procedure for dealing with breaches and potential measures which may be applied are set out in Important Stuff found here at:

www.avon.uk.com/importantstuff

6. CONFIDENTIAL INFORMATION

6.1. You shall:

6.1.1. keep all Confidential Information confidential at all times;

6.1.2. not disclose Confidential Information or allow it to be disclosed in whole or in part to any third party (without our prior written consent);

6.1.3. take and maintain proper and reasonable measures to ensure the confidentiality of the Confidential Information;

6.1.4. not use or seek to derive benefit or commercial advantage from the Confidential Information in whole or in part for any purpose other than strictly for the performance of the Activities; and

6.1.5. not copy or reproduce in any form the Confidential Information except to the extent strictly necessary for the Activities.

6.2. Avon's relationships with its vendors, manufacturers and suppliers are confidential. You may not contact, directly or indirectly, or communicate with any supplier or manufacturer of Avon.

6.3. Except in the course of conducting your Activities, You shall not make any public statements or solicit or respond to any media or press enquiries regarding Avon or any Natura group company, its products, brands, values or business. This includes but is not limited to any advertising, TV programmes, radio, podcast and printed material. All media or press enquiries received must be immediately received referred to avon.news.uk@avon.com

7. INTELLECTUAL PROPERTY

7.1. Avon grants You a right to use the Avon Materials, trademarks and trade names in the Territory for the sole purpose of You conducting the Activities for the term of this Agreement.

7.2. You acknowledge that You have no rights in Avon's Intellectual Property and shall only use the Intellectual Property and Avon Materials in accordance with this Agreement and for the purposes of properly performing Your obligations under this Agreement.

7.3. You shall do nothing to bring Avon into disrepute or to impair or jeopardise the distinctive quality of Avon's trademarks, trade names or any other Intellectual Property, which are the exclusive property of Avon (or its affiliated companies) and which are protected by law.

7.4. You also agree not to use or seek to register any name, mark or logo which conflicts with Avon's Intellectual Property.

7.5. Your advertising and promotional materials, including (but not limited to) materials on the internet or other electronic media, must be legal and comply in all respects with the provisions of the SLBG, marketing guidelines and any other guidance issued by the DSA or Avon from time to time.

7.6. You will promptly remove any advertising and promotional materials upon Avon's request, regardless of whether they have previously been approved by Avon.

7.7. You grant Avon the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display and edit in any manner for all purposes, your name, photograph, likeness, voice testimony, image and other information related to your Representative or Sales Leader business (collectively the **"Likeness"**) in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts, audio and videotapes, on the Internet or in other media (**"Publicity Materials"**) for an unlimited number of times, without compensation, in perpetuity. You waive any right to inspect or approve any Publicity Materials including or accompanying your Likeness. You further release Avon from any liability or obligation that may arise as a result of the use of Your Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). You may withdraw your authorisation of any use of Your Likeness that has not already been publicised or used by providing written notice to Avon.

8. CONFLICT OF INTEREST

8.1. During the term of this Agreement and for a period of 3 months after termination of this Agreement, howsoever caused, You agree not to encourage or invite other Avon Sales Leaders or Avon Representatives to participate in other network or multi-level marketing or direct selling programmes in competition with those promoted by Avon. Encouraging or inviting other Avon Sales Leaders or Avon Representatives to do so shall be a material breach of this Agreement and shall entitle Avon to terminate this Agreement in its entirety, immediately in writing. In addition to being a breach of these terms and the confidentiality obligations set out herein, this is likely to be a breach of Data Protection Laws.

8.2. Nothing in this Agreement shall prevent You from being engaged in any other business, occupation or activity provided that such business, occupation or activity does not cause a breach of or conflict with any of Your obligations under this Agreement.

8.3. If, acting reasonably, You believe that a conflict of interest has arisen, You must notify Us promptly in writing.

9. DATA PROTECTION

9.1. The parties agree that they shall comply strictly with the requirements of all Data Protection Laws in relation to personal data Processed in connection with the performance of their obligations under this Agreement.

9.2. You acknowledge that Your Personal Data may be processed and/or shared by Avon in accordance with Avon's Representative Privacy Statement found here at:

https://www.avon.uk.com/privacy-cookie-policy#privacystatementforrepresentativesandsalesleader

This explains how Your Personal Data will be used, how to update, change or delete any of Your personal data. It is Your responsibility to ensure that all of Your personal details are kept up to date and Avon will not be responsible for any lost, delayed or undeliverable communications if you do not do so. Avon will update the Representative Privacy Notice as appropriate from time to time.

9.3. You understand and acknowledge that You may collect, store and Process Personal Data of your customers or team members in the course of carrying out Your Activities. As an independent Controller of Your customer's and/or team members' Personal Data, You warrant and agree that You will comply with all Data Protection Laws.

9.4. As a Controller, You may, as at the date of this Agreement, be required to register with the ICO and must comply with the data protection principles. It is Your responsibility to determine whether You need to register and/or any other actions You are required to undertake in such role.

9.5. It is also Your responsibility to provide a privacy statement to all customers whose Personal Data You collect, store and Process, which, amongst other things, identifies You as the Controller, includes Your contact details, explains the purpose for collecting and Processing Personal Data and how long the Personal Data is kept.

9.6. In the event You become aware of a breach of security, or a situation where You believe there may have been a breach of security, leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, You will comply with all legal requirements in Your capacity as Controller and additionally You will notify Us without undue delay, and in any event, within 24 hours of becoming aware of such.

9.7. On termination of this Agreement, You warrant and agree that You will delete and/or destroy all Personal Data in Your possession or under Your control (other than the Personal Data which is held in Our systems) without undue delay.

9.8. We expressly disclaim any liability for any penalties, costs, fees, expenses or other costs that you may incur as the result of any breach of Data Protection Laws.

9.9. As an independent data controller, you will indemnify and hold Avon harmless from any losses, damages, liabilities, costs, charges or expenses, including any UK ICO administrative sanctions arising from any breach of this data protection section, or breach of the Data Protection Laws, by you; you will also indemnify and hold Avon harmless from any losses, damages, liabilities, costs, charges, expenses or claims for compensation from any customer or Avon Representative or Avon Sales Leader, suffered or incurred by Avon arising out of or in connection with any dispute that you or Avon may have with such customer or Avon Representative or Avon Sales Leader regarding their registration, disclosure or use of their Personal Data.

10. MARKETING COMMUNICATIONS

10.1. All communications sent by You in Your capacity as an Avon Representative shall comply with this Agreement. You are responsible for ensuring compliance with all applicable communication and marketing laws.

10.2. You shall not send marketing or other commercial communications on behalf of Us or in Avon's name or that give the impression that the message originated from Avon.

10.3. Before sending any marketing communication to any individual, You must obtain their consent. You must keep a record of the consent, each individual's marketing preferences and the date on which the consent was provided.

10.4. Any marketing communication You send must include information regarding the individual's right to opt-out of future marketing communication. You agree and warrant that You will action any request regarding communication preferences promptly after receipt of such request.

10.5. All communications in whatever format (including but not limited to SMS, instant messenger or email) must identify You as the sender of the communication and, where applicable, an option for the recipient to opt-out of future communications.

10.6. Use of a method of communication by Avon, such as WhatsApp, does not mean that You have the right or licence to use this method in the course of Your Activities. You must ensure that You have the necessary licences and/or permits required in order to conduct Your Activities.

10.7. You will not conduct any spamming or similar activity. Spamming includes, but is not limited to: (i) sending unsolicited communication that contain any email or web addresses connected to your Avon account, (ii) posting messages that contain Your Avon details in social media groups that are unrelated to your Activities; (iii) sending unsolicited communications to individuals who have not consented to receive communications from you.

11. LIABILITY

11.1. You shall indemnify Avon, its employees, directors, agents and officers, against all liabilities, costs, expenses, damages and losses, including reasonable legal fees, arising out of any breach of this Agreement for any claim arising out or in connection with (i) any breach by You of this Agreement or (ii) any claim made against Avon for actual or alleged infringement of a third party's intellectual property rights (unless we have failed to make You aware that use of intellectual property rights is prohibited).

11.2. You further agree to release Us and our affiliates from all liabilities arising from or relating to the promotion or operation of Your Representative business and any activities related to the sale, promotion or demonstration of Avon products, the hiring of any meeting rooms or promotional spaces, infringement of any intellectual property rights of Avon or any third party, breach of the SLBG and breach of Applicable Laws.

11.3. Avon shall indemnify You against all liabilities, costs, expenses, damages and losses, including reasonable legal fees, against any third party claim that Your possession or sale of the Avon products infringes the Intellectual Property of a third party (an "IPR Claim"), and indemnify and hold You harmless from and against any damages finally awarded by a court of competent jurisdiction or required to be paid under the terms of a settlement as a direct result of the IPR Claim, provided that:

11.3.1. You promptly notify Avon in writing on becoming aware of any reasonably likely or actual IPR Claim (such notice to include full details as to the nature and basis of the IPR Claim);

11.3.2. You make no admission of liability, communication or payment to the third party making the IPR Claim or agree any settlement or compromise of the relevant IPR Claim without our prior written consent;

11.3.3. Avon is granted sole control and conduct of the defence of the IPR Claim and of any related settlement or negotiations; and

11.3.4. You provide Avon with all reasonable assistance, information and authority, and act in accordance with the reasonable instructions of Avon, in the circumstances described in this clause 11.3.

12. CREDIT REFERENCE AND FRAUD PREVENTION SEARCH

12.1. By agreeing to the terms of this Agreement You consent to Avon searching the files of credit reference and fraud prevention agencies (who will record the search) to make credit decisions about You. You are aware that such a search will leave a footprint on Your credit file which may be used by third parties in future lending decisions about You and the people with whom You are financially associated, as well as for fraud prevention, debtor tracing and money laundering purposes. You agree that Avon may disclose information about how You conduct Your Avon account to such agencies and that Your information may be linked to records relating to other people living at the same address with whom You are financially linked.

13. VARIATION

13.1. Avon reserves the right to make changes to this Agreement by giving You written notice to that effect, such notice may be given by email. You will always be given no less than 14 days written notice in advance of any such changes, except that where such changes affect the trade discount structure, then You will be given no less than 60 days written notice in advance of such changes.

14. GENERAL

14.1. Nothing in this Agreement is intended to prevent the free movement of goods within European markets. However, from time to time Avon may decide to enter into exclusive relationships with third parties covering certain European markets and will have obligations to protect sales into these markets. Notwithstanding this, nothing in this Agreement prevents You from conducting unsolicited sales in Europe outside of the Territory.

14.2. This Agreement is personal to You. You may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part.

14.3. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

14.4. Each party shall and shall procure that persons associated with it or other persons who are performing services in connection with this Agreement shall comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017.

14.5. There is no intention in this Agreement to create any right or benefit enforceable by any person, firm or company not a party to this Agreement and the provisions of the Agreements (Rights of Third Parties) Act 1999 are expressly excluded.

14.6. You expressly authorise Avon to issue communications and invoices electronically, by email (to the email address provided by You to Avon) or posting messages or notices on Avon's website (www.avon.uk.com or such other website as Avon may notify from time to time) and any such communication shall be deemed appropriate as written notice.

14.7. Any notice given under this Agreement shall be in writing and shall be delivered personally or by recorded delivery post or by email or by website posting in the manner set out in clause 14.5 above and shall be deemed to have been received, if delivered personally, at the time of delivery, or if delivered by post, 48 hours from the time of posting, or if delivered by email, at the time of transmission, or if delivered by website posting, 24 hours from the time of website posting.

14.8. No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.9. This Agreement, including any document referenced in it, constitutes the entire agreement between the parties and supersedes any previous agreement or understanding, save this clause does not limit the liability of either party for fraud.

14.10. Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than three months, either party may terminate this Agreement immediately by written notice to the other party.

14.11. It is illegal to promote or participate in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme. Do not be misled that high earnings are easily achieved.

14.12. This Agreement shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

PART 2. AVON REPRESENTATIVE OPPORTUNITY

It is agreed that this Part 2 of the Agreement shall apply to all Representative Activities You undertake in Your capacity as an Avon Representative.

IT IS AGREED as follows:

1. COMMENCEMENT

1.1. Part 2 of this Agreement shall be deemed to have commenced once You have placed Your first order with Avon and shall continue until written notice to terminate is given in accordance with the terms of this Agreement.

2. ORDERING

2.1. You agree to take orders from Your customers only for future deliveries.

2.2. You may submit an order to Avon via any method set out in guidance issued by Avon from time to time, after which We will send You an email acknowledging we have received Your order.

2.3. Once we have dispatched Your order, a dispatch confirmation will be sent to You. The contract for purchase of the goods is only formed once we have sent the dispatch confirmation.

2.4. We may refuse to accept or deliver any order without stating a reason for rejection. We will refund in full any payment You have already made.

2.5. Availability of products may vary from time to time.

2.6. If we fail to deliver the Products, our liability is limited to the replacement of the Products or the refund value of the affected Products. We will not be liable to the extent that the non-delivery is caused by events outside our control.

2.7. We reserve the right to change the prices of our products at any time and in our sole discretion and Avon shall be entitled to charge delivery or handling fees, as communicated to You from time to time

2.8. If in the future, if We provide You with the ability to make recurring card payments or direct debit, You will have the ability to opt-in or out of this service at any time. If You have opted-in to this service, all future payments for dispatched orders will be charged against the card details You have provided to Us.

2.9. Products will only be delivered in the Territory.

2.10. Risk of loss shall pass to You upon delivery. Title to the products shall pass to You upon payment or when You sell the products (whichever is earlier).

2.11. We reserve the right to cancel any order placed by You where

2.11.1. You attempt to purchase quantities of product over and above the levels deemed reasonable by Avon (acting in our sole discretion);

2.11.2. we reasonably believe that You are bulk buying products when they are on offer, without having received a customer order for the products;

2.11.3. we reasonably believe that You have made use of a customer only discount code that we have promoted;

2.11.4. more than one promotional code or discount was used when submitting Your order (unless expressly permitted by the terms and conditions of the discount code or offer); or

2.11.5. we reasonably believe that You are in breach of this Agreement.

2.12. Your only financial obligations to Avon under Part 2 of this Agreement are to pay for the Avon products (including any starter kits and brochures etc.) You choose to order, and to pay any additional fees (such as delivery or handling fees) as are anticipated by this Agreement.

2.13. If You do not order any brochures for a campaign, Avon will, unless informed to the contrary, send and invoice You for a single brochure at the current applicable rate.

2.14. For the purposes of your relationship with Avon, You acknowledge and agree that when purchasing from Avon through the Avon direct selling channel in Your capacity as a Representative that those purchases are made by You in Your Representative capacity and are not subject to any consumer rights under consumer protection legislation.

3. EARNINGS

3.1. Dependent upon Your order value, You may receive trade discount on Avon's recommended retail prices. The current trade discount structure offered by Avon is set out in the Important Stuff found here at: www.avon.uk.com/importantstuff

3.2. Avon shall be entitled to vary from time to time the trade discount structure by giving not less than 60 days' notice to You.

3.3. There may be premium and other offers from time to time which We will notify You of, and in respect of which a fixed amount of discount may apply in place of Your trade discount.

3.4. Any payments owed to You will be made to the bank account details You provide in Your Avon account.

3.5. If Avon (acting reasonably) believes that You have breached this Agreement or failed to comply with Your obligations set out in this Agreement, Avon reserves the right to withhold any sums due to You, including, but not limited to, commission, incentive and bonus payments. Avon may also deduct or set-off any amount owed by You to Avon from any amount payable to You.

3.6. Remuneration is not determined by the number of hours worked. You are not assured of any profit or success.

4. PAYMENT

4.1. Payment must be received by Avon within 13 days from the date of Your invoice.

4.2. Avon shall be under no obligation to accept an order placed by You if any payments from You are overdue.

4.3. Avon shall have the right to charge statutory interest, as notified to You and varied from time to time, on all overdue sums. Further, Avon may levy a reasonable payment charge where additional costs are incurred by Avon as a result of non-payment or for any of the reasons stated in the

list of Fees & Charges as set out in Important Stuff.

5. TERMINATION

5.1. You have the right to cancel Part 2 of this Agreement without penalty within the first 14 days of this Agreement by notifying Avon in writing at the address given in this Agreement (or such address as notified in writing) and returning all products to Avon for a full refund, provided the products are returned in the same condition as supplied to You. In terminating this Part 2 of the Agreement, You understand that the whole Agreement shall automatically be terminated (including Part 3 of this Agreement).

5.2. At any time after the first 14 days of this Agreement, either party may terminate this Agreement by giving to the other not less than 14 days written notice to be served on the other party at the address given in this Agreement, or such address as notified in writing. If the Agreement is terminated by Avon or by You in accordance with this clause, You have the following rights:

5.2.1. You will incur no future contractual obligations under the Agreement except to pay the price of the products already delivered to You where You have not returned them in accordance with the remainder of this clause 5;

5.2.2. You will have the right, within 14 days of the date of termination, to return to Avon, at the address notified to You from time to time, all products purchased by You from Avon within 90 days prior to the date of termination and to recover from Avon the (VAT inclusive) price paid by You for them, less a reasonable handling charge. In the case of products which have deteriorated because of Your own fault, Avon shall have the right to deduct an amount to reflect their resulting diminution in value; and

5.2.3. You may return and claim a partial refund for products which You purchased more than 90 days and up to one year prior to the date of termination of the Agreement and which remain unsold by You (in accordance with, and subject to, the terms set out in the Code of Business Practice of the DSA).

5.3. If You fail to place an order in any 12 month period, Your Representative Account shall be automatically closed and this Agreement shall automatically terminate.

PART 3. AVON SALES LEADERSHIP OPPORTUNITY

1. COMMENCEMENT

1.1. Part 3 of this Agreement shall come into force on the date You appoint Your first Avon Representative in accordance with the terms of this Agreement.

2. YOUR RESPONSIBILITIES AND OBLIGATIONS

2.1. You shall:

2.1.1. undertake the SL Activities in a professional manner and in accordance with the SLBG and Avon values;

2.1.2. comply with Avon's reasonable requests in relation to the SL Activities;

2.1.3. act in the best interests of Avon at all times;

2.1.4. recruit Avon Representatives fairly and in a proper manner;

2.1.5. help Avon Representatives develop their direct selling business;

2.1.6. not use misleading, deceptive or unfair recruiting methods and must not make unrepresentative or exaggerated earnings claims; and

2.1.7. be fully responsible for ensuring that You pay all costs and liabilities associated with Your business and SL Activities, including payment of all tax and national insurance contributions in accordance with all Applicable Laws.

3. PAYMENT

3.1. The amounts payable to You (and the procedure for payment) for (i) undertaking the SL Activities and (ii) the orders placed by those that You have recruited into Your business to benefit from the Avon opportunity, are set out in the SLBG.

3.2. Avon shall be entitled to deduct from the amount (and any other sums) due to You, any sums that You owe to Avon at any time.

3.3. In addition, if Avon (acting reasonably) believes that You have breached this Agreement or failed to comply with Your obligations set out in this Agreement, Avon reserves the right to withhold any sums due to You, including, but not limited to, commission, incentive and bonus payments.

4. RESERVATIONS

4.1. Avon reserves the right, in its absolute discretion, to reject, or place additional conditions on any Representative or Sales Leader referrals You make to Avon.

4.2. Avon reserves the right to alter the Sales Leader opportunity (including the terms of the SLBG or any Policy Document) or to discontinue it at any time and to amend its terms and conditions by giving written notice to that effect. Avon will always give You no less than 14 days written notice in advance or any such changes, except that where such changes affect Your Sales Leader status or the structure or method of calculation of fees payable to You, then You will be given no less than 60 days written notice in advance of such changes.

5. TERMINATION

5.1. Either party shall be entitled to terminate Part 3 of this Agreement immediately on giving written notice to the other.

5.2. Termination of Part 3 of this Agreement shall not automatically terminate the rest of this Agreement (Part 1 and/or Part 2) unless expressly intended to do so.

5.3. It is a condition of Part 3 of this Agreement that You must remain in full compliance with the terms of Part 2 of this Agreement and stay up to date with all payments due to Avon. For the avoidance of doubt, Part 3 of this Agreement shall automatically terminate if Part 2 of this Agreement is cancelled or terminated.

6. DATA PROTECTION

Nature of the Processing

6.1. The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, each party agrees that the nature of the Processing under Part 3 of this Agreement will be as follows:

6.1.1. the parties shall each Process the Personal Data;

6.1.2. each party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:

6.1.2.1. Avon shall be a Controller where it is Processing Personal Data in relation to receiving the details of Avon Representatives from You; and

6.1.2.2. You shall be a Controller where You are Processing Personal Data in relation to gathering the details of Avon Representatives as part of the SL Activities;

6.1.3. Notwithstanding clause 6.1.2, if either party is deemed to be a joint Controller with the other in relation to the Personal Data, the parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each party shall be responsible, without limitation, for compliance with its data security obligations set out in clause 6.6.5 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

6.2. Each of the parties acknowledges and agrees that Appendix 1 (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.

Contact Data

6.3. The parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide services in relation to the SL Activities; (b) manage the Agreement and resolve any disputes relating to it; (c) respond to and/or raise general queries relating to the SL Activities; and (d) comply with their respective regulatory obligations.

6.4. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in clause 6.3 and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.

Controller Obligations

6.5. Each party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

6.6. Without limiting the generality of the obligation set out in clause 6.5. in particular, each party shall:

6.6.1. where required to do so make due notification to the ICO;

6.6.2. ensure it is not subject to any prohibition or restriction which would:

6.6.2.1. prevent or restrict it from disclosing or transferring the Personal Data to the other party as required under this Agreement;

6.6.2.2. prevent or restrict it from granting the other party access to the Personal Data as required under this Agreement; or

6.6.2.3. prevent or restrict either party from Processing the Personal Data, as envisaged under this Agreement;

6.6.3. ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;

6.6.4. ensure that all Personal Data disclosed or transferred to, or accessed by, the other party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either party to Process the Personal Data as envisaged under this Agreement;

6.6.5. ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements and where requested provide to Avon evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;

6.6.6. notify the other party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this clause 6.6.6, each party shall provide the other party with all reasonable co-operation and assistance required by the other party in relation to any such Data Subject Request or ICO Correspondence;

6.6.7. use reasonable endeavours to notify the other party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

6.6.8. notify the other party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other party and shall, within such timescale to be agreed by the parties (acting reasonably and in good faith):

6.6.8.1. implement any measures necessary to restore the security of compromised Personal Data; and

6.6.8.2. support the other party to make any required notifications to the ICO and/or other relevant regulatory body and affected Data Subjects;

6.6.9. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;

6.6.10. not do anything which shall damage the reputation of the other party or that party's relationship with the Data Subjects;

6.6.11. not transfer any Personal Data it is processing to a Restricted Country;

6.6.12. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such party holds Personal Data Processed by it other than the Personal Data;

6.6.13. at the other party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within 7 days and, where requested by the other party certify that such destruction has taken place.

Appendix1

Data Processing Particulars

The subject matter and duration of the Processing	The Personal Data of their customers and Avon Representatives and for the term of this Agreement.
The nature and purpose of the Processing	The carrying out of the SL Activities, including the recruiting of Avon Representatives by the Avon Sales Leaders.
The type of Personal Data being Processed	Names, addresses, date of birth, contact details, confirmation of identity
The categories of Data Subjects	Avon Representatives, Avon Sales Leaders, customers

BACK TO YOUR HOMEPAGE

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