

The background of the entire page is a repeating pattern of light blue line art. It features various botanical elements: small five-petaled flowers, sprigs of leaves on thin stems, and wheat-like stalks. The pattern is scattered across the white background.

Helü Personal
beautiful personalised gifts

**AMBASSADOR
TERMS AND CONDITIONS**

JANUARY 2022

TERMS AND CONDITIONS

Ambassador Support Team

Hello Personal Limited
Barras Lane, Dalston, Cumbria, CA5 7LX
01228 91 20 22 | teamsupport@hellopersonal.co.uk

www.hellopersonal.co.uk

Hello Personal Limited ("HPL") of The Clocktower, Crofton, Cumbria, CA5 6QB is the promoter of this trading scheme in the United Kingdom. HPL promotes the sale of its range of personalised gift products through its compensation plan. Sales of these products are made by the Ambassadors who are independent distributors and participate in the trading scheme as principals.

DEFINITIONS AND INTERPRETATION

1. In these Terms and Conditions unless the context indicates otherwise, the following words and expressions shall have the following meanings:- **"Agreement"** shall mean the Terms and Conditions set out in this document, the Ambassador Best Practice Guidelines, the Suspendable Breaches document, and the Success Plan each of which separate documents is by this reference hereby incorporated into and forms part of the Agreement. **"HPL"** shall mean Hello Personal Ltd, a company registered in England and Wales, Company registration number 12508531 registered office at Arkle House, 31 Lonsdale Street, Carlisle, Cumbria, CA1 1BJ, UK, VAT Number 400 4697 22, trading as Hello Personal; **"Ambassador"** shall mean any person appointed by HPL as an Ambassador under the terms of an Ambassador Agreement and whose appointment has not been terminated, and includes all levels of Ambassador under the Success Plan; **"Products"** shall mean all products supplied by HPL, the details of which are contained in the Hello Personal catalogue and on the Hello Personal website, which may be varied from time to time by HPL in its absolute discretion; **"Approved Venue"** shall mean any private residential premises or such other premises, exhibition venue or websites in the Territory as may be approved by HPL in writing from time to time; **"Best Practice Guidelines"** shall mean the document issued to the Ambassador which contains certain information and best practices in relation to the conduct of the Ambassador's business; **"Ambassador Portal"** shall mean the website address 'www.hellopersonal.co.uk, to which the Ambassadors have access and which contains information and best practices, including but not limited to those relating to Product stock, Customer procedures, HPL best practices, and training; **"Ambassador Ordering System"** shall mean the electronic order facility provided by HPL to the Ambassador with the website address www.hellopersonal.co.uk; **"Ambassador Shop"** shall mean the website for E-Commerce Sales provided to Ambassadors by HPL with the website address 'www.hellopersonal.co.uk' and ending with the Ambassador name '/ ambassador name'; **"Customer"** shall mean any consumer or end user of the Products and shall not, for the avoidance of doubt, include any person intending to resell the Products; **"Direct Sale"** shall mean the sale of the Product by the Ambassador direct to a Customer whether at a gift experience or otherwise; **"E-Commerce Sale"** shall mean a sale of a Product made by HPL directly to a Customer where the Customer was originally introduced to HPL by the Ambassador, and where such a sale takes place by the Customer placing an order for Products directly with HPL via the Ambassador Shop; **"Hostess"** shall mean a person who arranges a Gift Experience at an Approved Venue (whether the person is the Ambassador themselves, a Customer or any other person); **"Inactive Ambassador"** shall mean the title given to Ambassadors who fulfil the criteria set out in condition 63;


"Starter Kit" shall mean a selection of Products, sales, marketing, training aids and business stationery used by the Ambassador in their business and supplied to the Ambassador by HPL; **"Business Tools"** shall mean the literature and marketing tools provided to the Ambassador by HPL and the approved seller Hello Personal to assist with the marketing and sales process when carrying out their business, where applicable, but not for sale to Customers; **"Territory"** shall mean England, Scotland, Wales, Northern Ireland, and Channel Islands; **"Advocate"** shall mean any person

appointed by HPL as an Advocate under the terms of HPL's Advocate Agreement and whose appointment has not been terminated; **"Suspendable Breaches document"** shall mean the document which identifies those breaches of the Agreement including the Best Practice Guidelines which may result in an Ambassador being suspended for one (1) month, in HPL's discretion; **"Data Protection Laws"** shall mean the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 which merge the previous requirements of that Act with the requirements of the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR") and any other data protection and privacy laws and regulations applicable in the Territory.

2. In the case of a conflict between these Terms and Conditions and the other documents forming part of this Agreement these Terms and Conditions shall prevail.
3. The headings used in these Terms and Conditions shall not affect the interpretation of each term and condition. References to 'including' shall be interpreted as meaning including without limitation.
4. A reference to writing includes e-mails.
5. Unless the context otherwise indicates, a reference to one gender shall include a reference to the other genders and a reference to the singular shall include the plural.

APPOINTMENT – AMBASSADOR

6. HPL hereby appoints the Ambassador as an Ambassador and grants to the Ambassador the nonexclusive right to market and promote the Products in the Territory as an independent contractor and to (i) sell the Products as a distributor as Direct Sales and/or (ii) introduce customers to HPL via the Ambassador Shop for E-Commerce Sales, in each case only in accordance with this Agreement.
7. The Ambassador acknowledges and agrees that the Ambassador primarily participates in HPL's trading scheme as an independent distributor buying and selling products as principal and on their own account; the Ambassador has no obligation to act as an agent for HPL and if the Ambassador chooses to introduce any customers to HPL and to act in the capacity of an introductory agent in relation to the sale of products by HPL to those customers then those activities are secondary to the Ambassador's main activities under this Agreement and accordingly the Ambassador is not a 'commercial agent' within the meaning and for the purposes of the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended). The Ambassador further agrees that if and to the extent that those Regulations apply, and provided that the Ambassador gives notice of their intention as required thereunder, the Ambassador shall, unless any of the circumstances mentioned in Regulation 18 of the Regulations applies, have the right to be indemnified as provided in Regulation 17 of the Regulations. For the avoidance of doubt, the Ambassador shall have no right to any compensation (other than the indemnity referred to in this clause) under those Regulations on termination of this Agreement. If and to the extent that the Regulations apply but the parties may contract out of any of the provisions of the Regulations, then HPL and the Ambassador hereby contract out of and exclude the application of those provisions to the fullest extent permitted by law.
8. The Ambassador warrants that they are entering into this Agreement in their capacity as an individual, that



they are at least eighteen (18) years of age and that they are a resident of England, Scotland, Wales, Channel Islands or Northern Ireland.

FINANCIAL AND OTHER OBLIGATIONS

9. The Ambassador is an independent, self-employed contractor and this Agreement does not create a franchise or an employer/employee, agency, partnership, or joint venture relationship.
10. Subject to condition 11 below, during the term of this Agreement, the Ambassador shall be responsible for all costs and expenses the Ambassador incurs because of the conduct of their independent business as an Ambassador, including but not limited to those relating to travel, accommodation, any business stationery and the purchase of any goods or services.
11. No purchase or investment is necessary to become an Ambassador and the Ambassador has no financial obligation during the first 12 months of this Agreement other than the purchase of the Starter Kit. No Ambassador is obliged for any reason, during the term of this Agreement to:
 - (a) purchase from HPL or any other third Party any specified amount or value of Products and Business Tools, or other goods or services.
 - (b) maintain a specified minimum inventory of Business Tools.
 - (c) purchase tickets to attend rallies, seminars or other meetings held by HPL or any other third party; and the Ambassador expressly acknowledges by signing this Agreement neither HPL nor any other Ambassador has advised the Ambassador to do so.

TRAINING

12. During the term of this Agreement, HPL shall make available training to help the Ambassador develop their business and to assist the Ambassador in marketing the Products. The Ambassador will be encouraged to participate in such training in order to keep up to date their knowledge of the Products, HPL, its business and its brand values and attributes. Training days, seminars and conferences may also be held from time to time for which HPL, or its agents or suppliers may make a charge to cover basic events costs such as room hire and refreshments.
13. HPL agrees to assist the Ambassador in promoting their business by providing guidance, training and support and by making available the Products and Business Tools on such terms as may be agreed from time to time between HPL and the Ambassador. The Ambassador agrees, during the term of this Agreement, to not charge for personal training or to require any Ambassador to undergo training outside of HPL training. The Ambassador agrees, during the term of this Agreement, and for any period following termination of this Agreement, to not publicly advertise or offer personal training, for a charge or not, online, through a personal website or in person at events/sessions, related in any way to HPL. HPL reserves the right to Terminate the Ambassador in accordance with this Agreement. If the Ambassador is found to be in breach of this condition 13, HPL reserves the right to request any training materials and/or website domains in breach of this condition be permanently removed and/or made unavailable. Further legal action may be taken by HPL if the training materials and/or website domain are not removed by the Ambassador when requested during the term of this Agreement, and for any period following termination of this Agreement.

TAX AND INSURANCE


14. If the Ambassador is or becomes VAT registered and is required to charge HPL VAT on payments due, the Ambassador agrees to notify HPL immediately that they are VAT registered. If HPL is required to pay VAT on any payment due to the Ambassador, the Ambassador and HPL agree for HPL to self-bill for such sums and the Ambassador agrees that they will accept all self-billed invoices issued by HPL during the term of the Ambassador Agreement. VAT-registered Ambassadors must notify HPL immediately if they become deregistered.

All Ambassadors may not sell, or make a change in control of, part or all of their business

15. If HPL is obliged or liable to make any payment of VAT to the tax authorities, or makes an over-payment to the Ambassador, as a result of the failure of the Ambassador to notify HPL of de-registration for VAT then the Ambassador acknowledges and agrees that HPL shall be entitled to recover from the Ambassador the amount of such VAT by making an equitable deduction from the Ambassadors account with HPL, or by any other means available to HPL, from time to time.
16. HPL maintains product and public liability insurance for at least £5 million with a reputable insurance company for its own benefit, but this information and any other information provided by HPL to an Ambassador in respect of HPL's insurance cover is for information purposes only and HPL makes no representations or warranties in respect of insurance cover. The Ambassador is advised to seek their own independent advice from a qualified adviser as to their own insurance requirements.

AMBASSADOR BEHAVIOUR

17. The Ambassador shall not damage, delete any material from, add any material to or alter in any way the Products and Business Tools or their packaging.
18. The Ambassador shall not make any promises or representations to Customers or potential Customers nor give any guarantees or warranties in relation to any Products and Business Tools, nor shall the Ambassador admit any liability or attempt to settle any Customer claims with respect to the Products and Business Tools on behalf of HPL. The Ambassador shall, where possible, deal with any exchanges and refunds in accordance with the process set out on the Ambassador Portal. Otherwise, the Ambassador shall refer all enquiries, comments and complaints relating to the Products and Business Tools to HPL. In any event, where a Customer complaint relates to the quality of the Products and Business Tools, the Ambassador shall immediately notify HPL of the same.
19. The Ambassador hereby agrees to comply with all laws and statutory legislation and rules relating to the Ambassador's business and will not, in performing their obligations, put HPL or themselves in breach of any law. The Ambassador will, absolutely as required, make appropriate returns to the relevant authorities and, where applicable, pay all amounts due for income tax, national insurance and VAT and any other applicable taxes directly to the appropriate authorities.
20. The Ambassador acknowledges that they are a "brand representative" for HPL and as such will not use the name of HPL, or its logos or any of its trademarks, Products or trade names or designs other than for the purpose of exercising their rights and performing their obligations under the Agreement and furthermore shall not use the same in any way that might prejudice their distinctiveness or validity or the goodwill of HPL therein.
21. The Ambassador as a "brand representative" for HPL acknowledges that they must adhere to the terms set out in the Best Practice Guidelines which contain certain information, policies, procedures and best practices in relation to the conduct of the Ambassador.
22. The Ambassador shall not for the duration of this Agreement in the Territory:
 - (i) promote, participate, be involved with, or have an interest in, whether as an independent contractor (distributor, agent, representative, consultant or otherwise) or employee, any other direct selling business whose main product line or offering includes competing products to those of HPL (as reasonably determined by HPL); or
 - (ii) market or sell any Products in conjunction with any other products which compete with any of the Products. Should the Ambassador promote, participate in, be involved with, or have an interest in, either as an independent contractor or employee, any other direct selling business that originally did not offer competing products to those of HPL within its main product line but that changes its product offering to include competing products to those of HPL, then the Ambassador must cease their activity with that direct selling business or terminate this Agreement in accordance with conditions 69-78.
23. The Ambassador agrees that any gifts received from HPL, free of charge and given as an incentive shall not be sold by the Ambassador.

- 
24. The Ambassador agrees at all times to conduct their business ethically and in particular agrees that they will:
- (a) not use misleading, deceptive, unfair or inappropriate sales techniques or recruiting methods and must not make unrepresentative or exaggerated earnings claims;
 - (b) respect the Customers' right of privacy;
 - (c) describe the HPL products honestly and accurately;
 - (d) answer Customers' questions honestly and clearly;
 - (e) give clear, concise and accurate information about the price of Products, delivery and the returns procedures; and
 - (f) abide by all statutory rules and legislation regarding the promoting and selling of products including Customer's statutory cancellation and refund rights.
 - (g) where the Ambassador organises a Gift Experience, they will ensure that all invitations: (i) specify the purpose of the Gift Experience; (ii) explain that those invited are under no obligation to purchase anything. Furthermore, invitees shall be given details of a named contact person and telephone number or email address.
 - (h) at all times when promoting HPL, its products and its business:
 - (i) identify themselves as an independent HPL Ambassador clearly to potential Customers;
 - (ii) explain the reason for their approach;
 - (iii) identify and explain HPL and the HPL Products;
 - (iv) not represent themselves as an agent of HPL for any purpose other than e-Commerce Sales;
 - (v) not pledge HPL's credit;
 - (vi) not give any condition or warranty on HPL's behalf;
 - (vii) not make any representation on HPL's behalf; and
 - (viii) not commit HPL to any contracts.
25. The Ambassador is not, nor shall they claim to be or imply that they are partners or joint venturers, nor is the Ambassador an employee of HPL nor does the Ambassador have any authority to act on behalf of or as an agent of HPL, save as specifically authorised by this Agreement and the Ambassador shall not claim or imply otherwise.

INDEMNITY

26. If the Ambassador fails to comply with any of their obligations under this Agreement, they shall indemnify HPL from and against any losses, damages, actions, claims, costs, expenses, charges and/or liabilities (whether civil or criminal) suffered or incurred by HPL arising out of or in connection with such failure.

DIRECT SALES – SUPPLY AND SALE OF PRODUCTS


27. The Ambassador shall order the Products only from HPL and shall sell the Products only to Customers. The primary means by which HPL expects the Ambassador to distribute the Products is by convening or arranging Pamper Experiences for Direct Sales and the secondary means is by obtaining orders for E-Commerce Sales on their Ambassador Shop. The Ambassador shall not advertise, sell or offer products for sale other than at Approved Venues or in response to orders received from their existing Customers and shall refrain from actively marketing, advertising or establishing any distribution methods for the Products outside the Territory

or not in accordance with the Best Practice Guidelines.

28. HPL has a recommended retail price for the Products for the Ambassadors and in the instance where the Ambassador makes a Direct Sale, they are at all times bound to the recommended retail price. All recommended retail prices will be set out on the Ambassador's website, and digital, and printed catalogue. Ambassadors may not discount the RRP of any Hello Personal product in any way, including those in the current catalogue and/or discontinued products. This applies but is not limited to the following areas:
- (i) personal websites
 - (ii) social media
 - (iii) online marketplaces
 - (iv) events
 - (v) Gift Experiences.
29. For Direct Sales, HPL shall sell the Products to the Ambassador against the receipt of matching Customer orders placed with the Ambassador. HPL shall provide the Ambassador with an adequate record of all products or services supplied by HPL in respect of which payment is due from the Ambassador, which record may take the form of an itemised order form, invoice or receipt, and HPL shall provide full and accurate financial details of all transactions and how any deductions are calculated. The Ambassador shall give any Customer who purchases Products from the Ambassador a properly completed sales receipt in the form approved by the Company.
30. The Ambassador shall place orders in accordance with the guidelines set out in the Ambassador Portal using the Ambassador Ordering System and shall be responsible for the accuracy and completeness of all orders they place with HPL. The Ambassador shall not place orders online for HPL products or services in any other way than through their official Ambassador Shop or Ambassador Ordering System.
31. The price of the Products sold by HPL to the Ambassador shall be indicated in the then current Hello Personal Ltd catalogue and on the Hello Personal website as issued by HPL from time to time and shall be inclusive of VAT or exclusive of VAT, depending on the country code of the Ambassador when registered. HPL reserves the right to change the price of the Products from time to time. HPL reserves the right to charge the Ambassador an amount in respect of delivery and reserves the right to change the delivery cost from time to time.
32. The Ambassador may hold up to twenty (20) items of an individual HPL product and/or HPL product collection SKUs as stock for sale at any one time.
33. HPL reserves the right to sell Products to other Ambassadors and nothing in this Agreement shall entitle the Ambassador to any priority of supply in relation to the Products as against demand from HPL's other Ambassadors and Customers.
34. HPL shall be under no obligation to the Ambassador, or any other person to release any Products to the Ambassador or any other person unless and until HPL has received full payment for the same.
35. Nothing in this Agreement shall prevent the Ambassador from buying products from and selling Products to other Ambassadors appointed directly or indirectly by HPL provided that no remuneration will be payable by HPL to the Ambassador with respect to such transactions.

SUPPLY AND SALE OF BUSINESS TOOLS

36. The Ambassadors shall order only such amounts of the Business Tools provided by HPL as the Ambassador shall in their own discretion consider appropriate for their own business requirements and shall not advertise, sell or offer for sale the Business Tools. The Ambassador shall utilise the Business Tools for the purpose of marketing the products to Customers and potential Customers.
37. The price (where relevant) of the Business Tools sold to the Ambassador shall be indicated on the Ambassador Ordering System website from time to time and shall include VAT. HPL reserves the right to change the price of the Business Tools from time to time. The Ambassador shall also pay HPL an amount in respect of delivery in accordance with the Ambassador Portal Terms and Conditions.

- 
38. HPL reserves the right to sell Business Tools to other Ambassadors. Nothing in this Agreement shall entitle the Ambassador to any priority of supply in relation to the Business Tools as against demand from HPL's other Ambassadors.
39. HPL reserves the right in its entire discretion to decline any order.

DELIVERY AND PAYMENT

40. HPL shall be under no obligation to the Ambassador or any other person to release any Products and Business Tools for delivery to the Ambassador or any other person unless and until HPL has received payment in full for the same.
41. The Ambassador shall pay for the Products and Business Tools and for delivery when placing their order, in accordance with the payment terms set out on the Ambassador Ordering System. Following acceptance of the order and receipt of payment, HPL shall arrange delivery of the Products and Business Tools at the delivery address specified by the Ambassador at the time of placing the relevant order (which may be the address of the Ambassador or the Hostess of the relevant Gift Experience). HPL will use all reasonable endeavours to deliver within five (5) business days of receipt of payment, with the title of goods passing on delivery. HPL will have no liability to the Ambassador, if taking into account its reasonable endeavours, there is any delay in delivery. Should HPL delivery times be altered due to demand or any other circumstance, HPL will inform Ambassadors on the Ambassador Portal and/or in email newsletters from time to time.

HPL OBLIGATIONS AND DUTIES

42. HPL shall, subject to condition 42, deliver the Business Tools to the Ambassador to the address supplied on the Ambassador's order.

AMBASSADOR BONUSES AND COMMISSIONS

43. The Ambassador shall earn and HPL shall pay to the Ambassador commissions, bonuses and other payments in accordance with the terms set out in our terms and conditions the nature and the amount of such earnings and payments will vary according to the nature of any relevant sale (e.g. Direct Sale or E-Commerce Sale), the status of the Ambassador and all other relevant factors. No amounts will be earned by, or paid to, the Ambassador except as a result of the sale of Products. No commission or bonuses will be paid whatsoever for the act of sponsoring or recruiting new Ambassadors. An Ambassador is compensated based upon the activities of other Ambassadors only to the extent of sales made by them to Customers. HPL will not offer and the Ambassador (whether acting as an Ambassador may not accept any payment for the introduction of potential Ambassadors to HPL.
44. HPL will pay all sums earned by the Ambassador on or around the 30th of each month. Payments will normally be made by bank transfer to the nominated account of the Ambassador. The payments of all monies that may become due to the Ambassadors are conditional on full compliance with this Agreement. It is the sole responsibility of the Ambassador to ensure that they have provided HPL with the correct details of their nominated bank account and that such account can receive the transfer of payments due from HPL. In the event of non-payment due to incorrect bank details provided by the Ambassador or if the Ambassador's bank does not accept the transfer to their nominated account, HPL shall under no circumstances be responsible for any resulting loss, whether directly or indirectly.
45. HPL will make available to the Ambassador a statement of all sales and other transactions relating to their account with HPL, including a statement of the commissions and bonuses earned in each month. Such information shall be provided electronically to the Ambassador.
46. In addition to any other rights and remedies available to HPL, if any amount payable by the Ambassador to HPL for any reason during the term of this Agreement, whether arising under this Agreement or otherwise,



becomes overdue, HPL shall be entitled and the Ambassador hereby authorises HPL to deduct such amount

from any monies due from HPL to the Ambassador hereunder.

FRAUD

47. In the event that an Ambassador has been found to have acted fraudulently, HPL shall have the right to cancel the Ambassador's Agreement and also to reclaim any amounts paid by HPL that it deems reasonable.
48. The Ambassador shall place orders under their own identity and, in the event they place them under another Ambassador's identity, HPL shall have the right to terminate this Agreement.

AMENDMENTS AND ALTERATIONS

49. HPL reserves the right to vary the price, variety, specification and packaging, quantity and/or design of any of the Products and Business Tools or training materials from time to time.
50. HPL may, at any time and at its sole discretion, make alterations to the , Portal(s) and all training materials from time to time.
51. HPL reserves the right to amend this Agreement on reasonable notice to the Ambassador, which shall be at least one calendar month, where practicable, except where such amendment relates to the financial obligations of the Ambassador when sixty (60) days' written notice shall be given in newsletters from time to time. The placing of orders by the Ambassador and/or the continued promotion of the HPL business opportunity following the issue of such notices of amendments will indicate acceptance by the Ambassador of such amendments to this Agreement.

CUSTOMER AND AMBASSADOR INFORMATION

52. This condition summarises the processing of the Ambassador's personal data by HPL. Full details are set out in the HPL Privacy Policy available at www.hellopersonal.co.uk. HPL may process the Ambassador's personal data for purposes necessary for the performance of HPL's contracts with the Ambassador, including this Agreement, any contracts ancillary to this Agreement, and any contracts for the supply of products or services, and to comply with its legal obligations. HPL may process the Ambassador's personal data for the purposes of its own legitimate interests provided that those interests do not override those interests, rights and freedoms of the Ambassador which require the protection of personal data. The Ambassador has the right to object to the processing of their personal data where HPL is relying on a legitimate interest and there is something about the particular situation which makes the Ambassador wish to object to processing on that ground. This includes processing for direct marketing purposes. HPL may process the Ambassador's personal data for certain additional purposes with the consent of the Ambassador. In the limited circumstances where the Ambassador's consent is required for the processing of their personal data for any of the purposes set out in HPL's Privacy Policy then such consent will be separately requested from the Ambassador and is not granted by the Ambassador entering into this Agreement. The Ambassador will then have the right to withdraw their consent to processing for these specific purposes.

No data will be passed on to other Ambassadors or third parties to be used for purposes unrelated to HPL. If the Ambassador wishes to receive any further information or to exercise any rights including the right to object to the processing of personal data or to withdraw consent to the processing of personal data please contact HPL at teamsupport@hellopersonal.co.uk

53. The Ambassador acknowledges that HPL will retain and use photography and film from its various events for marketing purposes relating to the brand and Ambassador / Hostess opportunities including but not exclusive to Events, HQ Trips, Abroad Incentive Trips, training and meetings. The Ambassador consents to HPL

retaining, processing and disclosing the information referred to as set out above. To the extent that any of this content includes the personal data of the Ambassador, HPL will process that

personal data in accordance with its Privacy Policy which is available at www.hellopersonal.co.uk.


No data will be passed onto third parties to be used for purposes unrelated to HPL. Details on how Ambassadors can opt out of being included in event coverage for specific events are available in the FAQs section on the Ambassador Portal.

SECURITY OF CUSTOMER CREDIT CARD AND PERSONAL INFORMATION

54. The Ambassador acknowledges that they agree to comply with Payment Card Industry (PCI) compliance standards as updated from time to time and will ensure that any computer used in connection with their business will have sufficient firewall protection and up-to-date anti-virus and anti-spyware software installed.
55. As a self-employed independent contractor, the Ambassador acknowledges that they are responsible for the secure handling (processing, storage, disposal) of the Customer credit card data they receive from Customers in the course of trade.
56. The Ambassador agrees that they are responsible for the secure handling of all documents in any media that may contain credit card information, including (but not limited to) the Customer Order Form.
57. The Ambassador agrees to treat any credit card information in strict confidence and will not disclose the same to any unauthorised third party (other than HPL for the purpose of the processing of Customer payments).
58. The Ambassador will not store or otherwise retain any documents containing credit or debit card information or similar Customer financial information in any manner and will ensure that they process credit card information in a confidential manner, so that the credit card information cannot become known to others.
59. The Ambassador acknowledges that they may be required to comply with the Payment Card Industry Data Security Standard (PCI/DSS). The Ambassador is advised to learn about PCI/DSS and their potential obligations. Information is available at: <http://www.pcisecuritystandards.org>
60. The Ambassador acknowledges and accepts that they will be responsible for complying with Data Protection Laws when dealing with any customer or potential customer. Any information on Data Protection Laws provided by HPL is for guidance purposes only. Ambassadors should where they feel necessary seek their own independent advice with regards to Data Protection Laws at <https://ico.org.uk>.
61. The Ambassador agrees that where, in the course of conducting their business as a HPL Ambassador, the Ambassador collects and/or processes the personal data of Customers and other data subjects, including credit card information, the Ambassador will process such personal data as a data controller and shall do so only for purposes related to the conduct of that business and in full compliance with all applicable Data Protection Laws, including ensuring that such data is processed, stored, and disposed of in a secure manner in accordance with the applicable Data Protection Laws, and shall perform all of the obligations and meet all of the responsibilities of an independent data controller under that those laws. The Ambassador shall ensure that all such data subjects receive a fair processing notice which includes the above information including the Ambassador's data sharing with HPL. Without prejudice to the foregoing, the Ambassador shall ensure that HPL is able to process all personal data provided to it by the Ambassador during the course of the relationship between the parties for the above purposes in full compliance with applicable Data Protection Laws.

INACTIVE AMBASSADORS

62. If the Ambassador has not placed an order of any amount (£0>) in any one calendar month in a rolling six (6) month period, the Ambassador shall be deemed to be inactive and all of the Ambassador's rights under this Agreement shall be automatically suspended.
63. The Ambassador will have a reactivation period of six (6) months following the final date of the rolling six



(6) month period where the Ambassador can request account reactivation by emailing info@hellopersonal.co.uk, before their Agreement is terminated. If the Ambassador contacts HPL to reactivate their account within the reactivation period, a sale must be processed on the Ambassador Ordering System in the same calendar month of requesting reactivation in order to complete the process of reactivation.

64. Should the Ambassador be successfully reactivated under the terms stated in condition 65, they will remain within the same Ambassador Team, under the same Upline and Sponsor, as they originally registered under.
65. Should the Ambassador not reactivate their account within the six (6) month reactivation period then at the end of that time the Agreement shall automatically terminate. If the Ambassador wishes to continue as an Ambassador after that time then they must register with a new account by following the standard registration process. This includes but is not limited to paying the then-current registration fees.

TERM

66. This Agreement shall commence on the date of execution hereof and will continue until terminated pursuant to the termination provisions set out below.

TERMINATION BY THE AMBASSADOR

67. The Ambassador may, by giving notice in writing to HPL at the following address:
Ambassador Support Team
Hello Personal Ltd
Barras Lane
Dalston
Cumbria
CA5 7LX
terminate the Agreement within fourteen (14) days of entering into the Agreement, without penalty and with the right to recover any monies that they have paid to or for the benefit of HPL or paid to any other person in connection with their participation in the business or in accordance with this Agreement.
68. On termination pursuant to condition 69, the Ambassador may return to the address stated in condition 75 any Products and Business Tools they have purchased under this trading scheme within fourteen (14) days of entering into this Agreement and which remain unsold, provided that they remain in the condition in which they were at the time of purchase and may recover any monies paid in respect of them.
69. On termination pursuant to condition 69, the Ambassador may also cancel any services ordered within fourteen (14) days of entering into this Agreement and may recover any monies paid in respect of such services not yet supplied to the Ambassador.
70. Following termination pursuant to condition 69, the Ambassador has the right to request to be reallocated to another Ambassador within fourteen (14) days of entering into this Agreement by providing a written request to HPL and, if accepted by HPL, entering into the then-current Ambassador Agreement. HPL reserves the right in its entire discretion to decline any request. HPL reserves the right to override this and reallocate the team of Ambassadors directly under HPL should they see fit.
71. HPL may not take a handling charge in respect of Products and Business Tools returned or services cancelled under condition 69.
72. The Ambassador may terminate this Agreement at any time after fourteen (14) days of entering into this agreement by giving fourteen (14) days' notice in writing to HPL at the address stated in condition 69. On termination by the Ambassador pursuant to this condition 74, the Ambassador shall have the right to return to HPL any Products and Business Tools they have purchased under this trading scheme within a period of ninety (90) days prior to such termination and which remain unsold and to recover from HPL the price (inclusive of any VAT paid) that the Ambassador paid for them less:

(i) in the case of any Products and Business Tools the condition of which has deteriorated due to any act or default on the part of the Ambassador, an amount equal to the diminution in their value resulting from such deterioration; and

(ii) a reasonable handling charge.

To recover monies under this condition 74, the Ambassador may be requested to provide reasonable evidence that the items returned were purchased under this trading scheme which may include:

(i) providing accurate order invoice numbers for the Products and Business Tools they have purchased from HPL;

(ii) returning only the quantity of stock permitted to be held at one time under this trading scheme (twenty (20) individual SKUs under condition 33). On termination under this condition 74 the Ambassador may also cancel any services ordered and not yet supplied to the Ambassador and may recover any monies paid in respect of any such services not yet supplied.

73. Where the Ambassador terminates the Agreement under condition 74, the Ambassador cannot be reinstated as an Ambassador within six (6) months of termination.

74. Where the Ambassador terminates the Agreement under condition 74, the Ambassador can apply to become an Ambassador after six (6) months of termination, but in that event the Ambassador must follow the standard registration process for a new Ambassador. This includes but is not limited to paying the then-current registration fees. In that event

(i) the Ambassador may access registration incentives. Products and Business Tools available to new Ambassadors;

(ii) the Ambassador will start afresh with a 'paid as' title of Ambassador in accordance with the HPL our payment terms and conditions, regardless of what title they held prior to termination; and

(iii) the Ambassador will have no claim to the Downline Team they had prior to termination.

75. Where the Ambassador terminates the Agreement under condition 74 and the Ambassador is within six (6) months of entering this Agreement, the Ambassador may not be reallocated or enter into a new Ambassador Account under another Ambassador.

TERMINATION BY HPL

76. This Agreement can be terminated by HPL without any notice or forthwith on written notice to the Ambassador for any one or more of the following reasons:

(a) the Ambassador directly or indirectly undertakes any activities or engages in any conduct;

(i) which HPL determines to be unlawful or unethical;

(ii) which HPL determines to be abusive, aggressive, discriminatory (whether on grounds of race, age, gender or otherwise) or otherwise offensive; or

(iii) which may, in HPL's reasonable opinion, pose a risk of damage to the HPL brand image, its customers, other Ambassadors or could be prejudicial to HPL's business, name, goodwill or reputation or the Products in any way;

(b) a material or persistent breach by the Ambassador of this Agreement;

(c) the Ambassador is bankrupt or if any court judgment is entered against them, or if they make any voluntary arrangement or agreement or settlement with their creditors;

(d) the Ambassador supplies false information at the time of registration

- 
- (e) HPL ceases to operate this trading scheme.
77. Where HPL believes that an event or circumstance referred to in condition 79(a)-(e) has occurred or arisen, but believes, in the interest of fairness, that it requires further time or information in order to assess the relevant event or circumstance it may, at its sole option, by giving written notice to the Ambassador of the same ("**Suspension Notice**"), suspend the Ambassador for a period of up to three (3) months while it investigates the event(s) giving rise to such a belief.
78. During any period of suspension, the Ambassador shall continue to be subject to the terms and conditions of this Agreement but may not place any orders to purchase Products and Business Tools, shall not conduct any activities as an Ambassador or Hostess and shall not be entitled to attend any events organised for Ambassadors or Hostess'. HPL shall notify the Ambassador in writing when it has concluded its investigation.
79. Where, after concluding its investigation, HPL decides to take no further action against the Ambassador, their rights under this Agreement will be fully restored [and any bonuses or commissions earned but unpaid during the suspension period shall then be paid]. Where, after concluding such investigation HPL decides to terminate the Agreement, such termination will take effect from the date of the Suspension Notice [and no bonuses, commissions or other payments shall be deemed earned by or shall be paid to the Ambassador in respect of the suspension period]. Whether the Ambassador is restored or terminated at the end of the suspension period, no other payment or compensation shall be made to the Ambassador in respect of that suspension.
80. Where HPL terminates the Agreement under condition 79(a)-(e) then the Ambassador cannot be reinstated as an Ambassador within five (5) years of termination. HPL may, at any time and at its sole discretion, make exceptions to this condition.
81. Where HPL terminates the Agreement under condition 79 the Ambassador shall have the right to return to HPL any Products and Business Tools they have purchased under this trading scheme within a period of ninety (90) days prior to such termination which remain unsold and to recover from HPL the price (inclusive of any VAT paid) that the Ambassador paid for them together with any costs incurred by the Ambassador in returning the products to HPL.
82. To recover costs under condition 84, the Ambassador may be requested to provide reasonable evidence that the items returned were purchased under this trading scheme which may include:
- (i) providing accurate order invoice numbers for the Products and Business Tools they have purchased from HPL; and
 - (ii) returning only the quantity of stock permitted to be held at one time under this trading scheme (twenty (20) individual SKUs under condition 33).

TERMINATION

83. On Termination of this Agreement:

- (i) the Ambassador shall return any Products and Business Tools in respect of which they are claiming a refund within twenty-one (21) days of such termination to HPL at the address stated above in condition 69, and HPL shall refund the monies due in respect of any Products they return upon their delivery to that address. Where such Products and Business Tools are already held by HPL, HPL shall refund any monies due in respect of them immediately on termination.
- (ii) the Ambassador shall return to HPL all the documents constituting this Agreement and any other documents including but not limited to the Ambassador and Customer Database or other items given by HPL to the Ambassador during their appointment.

(iii) subject to receipt of all sums due to HPL by the Ambassador and to condition 87 below, the Ambassador shall be discharged from all contractual liabilities towards HPL, or to any other person in connection with their Ambassador Agreement with the exception of those obligations of the Ambassador not to compete with HPL's business after termination which shall continue in force after termination (including condition 86(iv)).

(iv) The Ambassador shall not, for a period of six (6) months after termination, directly or indirectly solicit, entice, or procure any Ambassador to leave or to reduce the level of their activity with HPL and/or to join another business or company or to seek to do any such things.

(v) The Ambassador shall cease to be entitled to any payments under this Agreement, except for the commission (if any) payable by HPL in respect of orders placed by Customers introduced the Ambassador via the Ambassador Shop and accepted by HPL prior to such termination.

- 84.** During the term of this Agreement HPL may retain any commission payable to the Ambassador and/or recover any commission that has been paid to the Ambassador, and on termination of this Agreement may recover any commission that has been paid to the Ambassador, in respect of Products that have been returned to HPL, and for which HPL has paid a refund either to a Customer or to another Ambassador as a result of the termination of an Ambassador in the Ambassador's Downline organisation. HPL shall be entitled to recover only such commission as may have been paid within the preceding one hundred and twenty (120) days. HPL shall be entitled to set off any commission recoverable under this condition against any sums due from HPL to the Ambassador.

CONSEQUENCES OF BREACH BY AMBASSADOR


- 85.** If HPL determines that the Ambassador is in breach of the Agreement including the Best Practice Guidelines then HPL may elect to terminate the Agreement in accordance with Condition 79 or may impose sanctions including but not limited to:
- (i) written warning, clarifying the meaning and application of a specific policy or procedure, and advising that a continued breach will result in the imposition of further sanctions.
 - (ii) requiring the Ambassador to take remedial action with follow-up monitoring by HPL to ensure compliance with the Agreement.
 - (iii) withdrawal or denial of an award or restricting participation in HPL events for a specified period of time or until certain conditions are satisfied.
 - (iv) suspension of the status of the Ambassador or of certain Ambassador privileges, including but not limited to placing an order, for a specified period of time or until certain conditions are satisfied.
 - (v) withholding of bonuses for a specified period of time or until certain conditions are satisfied.
- 86.** Without prejudice to the range of sanctions described in condition 89 which may be applied by HPL in its discretion, if the Ambassador is in breach of the Agreement in any manner described in the Suspendable Breaches document, then the Ambassador acknowledges and agrees that HPL may suspend the Ambassador's account for a period of one (1) month.
- 87.** Any suspension of the Ambassador under conditions 89 or 90 is separate from and in addition to HPL's right to serve a Suspension Notice under condition 80 whilst it investigates whether an event or circumstance referred to in condition 79(a)-(e) has occurred or arisen.

HELLO PERSONAL AMBASSADOR PORTAL

88. The Ambassador Portal areas are made up of content including but not limited to information regarding the HPL Ambassador business, product training, marketing downloads and updates from HPL HQ. The HPL Ambassador Portal using the web address www.hellopersonal.co.uk is available to all registered HPL Ambassadors to use.
89. All content on the Ambassador Portal is for HPL Ambassadors' use only. The Ambassador is not permitted to:
 - (i) share their login details with anyone outside of HPL;
 - (ii) share Ambassador Portal content on any public social media platforms, public forums and/or websites or via email to anyone outside of HPL including unregistered HPL Ambassadors and/or non-HPL employees. Such content includes but is not limited to stock and/or delivery updates, HPL training material and/or sensitive documents such as HPL procedures and policies. Anyone found misusing the Ambassador Portal content will have their Ambassador Portal account deactivated and HPL may suspend your Ambassador account for up to one (1) month.

MISCELLANEOUS

90. HPL may assign this Agreement or any of its rights and obligations hereunder.
91. This agreement is personal to the Ambassador and neither this Agreement nor any benefit under the Agreement may without the prior consent in writing of HPL, (which may be given on such terms as HPL considers fit) be assigned, charged or otherwise disposed of, nor may the Ambassador sub-contract or otherwise delegate any of their obligations hereunder.
92. The Ambassador has the right to determine his/her own hours of business and, subject to due compliance with the Agreement, the manner and means by which his/her business as an Ambassador is operated.
93. The Ambassador will only promote HPL's business opportunity as a business relationship with HPL and will not state, imply or represent to any person that they are a HPL employee or state, imply or represent to a prospective Ambassador that they will become a HPL employee.
94. The Ambassador is personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales and commissions. The Ambassador will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties and will and make all relevant filings and returns required by law. The Ambassador acknowledges and agrees that HPL is not responsible for withholding withholding and shall not withhold or deduct from the Ambassador's bonuses and commissions, if any, and shall not withhold or deduct from the Ambassador's bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required taxes of any kind, unless such withholding becomes legally required.
95. Any notice or communication required to be given to an Ambassador under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or sent via email to the address or email address of the Ambassador held by HPL on its database as may be notified by the Ambassador from time to time for this purpose, or HPL may provide notice via other electronic means as it considers appropriate from time to time, such as notice on the Ambassador Portal, and any such notices or communications shall be deemed to have been served if delivered by hand, at the time the notice is left at the proper address, or if by post, on the second working day after posting, or if via email or other electronic communication, the date that the email or communication was validly sent or posted. Any period of notice shall start to run from the day of deemed service as set out above in this condition. The Ambassador shall inform HPL within seven (7) days of any change of address and email address.

- 
96. If any of the Terms and Conditions of this Agreement shall be found to be illegal, invalid or unenforceable under any applicable law, the invalidity of such term shall in no way effect the legality, validity or enforceability of any other term or condition of this Agreement, all of which shall remain in full force and effect.
 97. This Agreement constitutes the entire agreement between HPL and the Ambassador and supersedes any previous agreement between them relating to the subject matter of this Agreement.
 98. No person who is not a party to this Agreement may enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
 99. This Agreement is governed by English Law and the 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 the Agreement.
 100. The termination of this Agreement shall not of itself make HPL liable to pay any compensation to the Ambassador, including for loss of profits or goodwill.
 101. HPL shall not be liable for any delay or for the consequences of any delay in performing its obligations under this Agreement if such delay is due to any cause whatsoever beyond its reasonable control, and HPL shall be entitled to a reasonable extension of the time for performing such obligations.

It is illegal for a promoter or a participant 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 by claims that high earnings are easily achieved. If you sign this contract, you have 14 days in which to cancel and get your money back.