

# Acn european services limited essay sample

[Economics](#), [Money](#)



**ASSIGN  
BUSTER**

ACN European Services Limited (“ACN”) is the promoter of this trading scheme in the United Kingdom. The products and services which are supplied under this scheme are telecommunications products and services and related products and services supplied by ACN and other products and services as ACN may market from time to time. Sales of these products and services are made by ACN Independent Representatives who participate in the scheme as ordertakers. The only financial obligation of the Independent Representative (“IR”) during the period of 12 months from the commencement date of the Agreement is to purchase a team trainer kit and, if the IR elects to renew the Agreement, the payment of the annual renewal fee. The IR has no further annual financial obligation and in particular has a free choice whether or not to purchase any products or services under this trading scheme. Upon receipt of proper payment by ACN, the IR shall be designated as an Independent Representative. The IR shall participate in the scheme upon the terms of this Agreement at any levels of the scheme which the IR may achieve.

## 5. Signature

Signature: The IR hereby confirms that he/she has received a copy of and has read, understands and accepts all of the terms of ACN’s Independent Representative Agreement, including the Terms and Conditions, the Compensation Plan and the Policies and Procedures (each of which documents is incorporated into the agreement between the IR and ACN and which together comprise the entire agreement between them), and hereby applies to become an Independent Representative in ACN’s trading scheme. By signing this application form, it is hereby confirmed that neither the

applicant, the applicant's spouse or life partner (unless they are the applicant's sponsor) have had any other interest and/or benefit in any other ACN distributorship within, if applicable, the 12 months prior to the Effective Date of this Agreement, as set forth in the current Policy and Procedures attached hereto. A PARTICIPANT IN THIS MULTI-LEVEL MARKETING PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO: ACN European Services Ltd., P. O. Box 427, Hounslow TW4 6DR, United Kingdom

1. 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 the scheme. 2. Do not be misled by claims that high earnings are easily achieved. 3. If you sign this contract, you have 14 days in which to cancel and get your money back. Signature ACN: Date: (DD/MM/YY)

Signature Card Holder:

☐ Payment by cheque:

Make a cheque for the amount of £199. 20 payable to ACN European Services Ltd. and send it together with this agreement to P Box 427, Hounslow TW4 6DR, United Kingdom. Always write your Team ID as . O. a payment reference on the back of the cheque. You will find your Team ID at the bottom of this agreement.

United Kingdom – Independent Representative Agreement Terms and Conditions 1. This Agreement grants the IR the limited non-exclusive authority to promote and sell ACN's products and services subject to the

terms and conditions established by ACN from time to time. The IR certifies to ACN that he or she is over 18 years of age and a resident of the United Kingdom. For purposes of this Agreement, the IR's address as indicated shall be deemed to be the IR's correct address until written notification of a change of address is provided to ACN. For the avoidance of doubt, applicants from the Channel Islands and the Isle of Man are excluded from becoming ACN Independent Representatives. The IR is free to select his or her own means, methods and manner of operation and to choose the hours and location of his or her activities under this Agreement, subject only to the terms of this Agreement, the ACN Policies and Procedures and Compensation Plan. The IR may sign up as many personal customers as wished. For each personal customer signed, the IR will receive a commission based on the IR's personal customers' usage payments in accordance with the Compensation Plan.

Any other payments the IR receives will be based upon fulfilling certain terms of qualification as set forth by the Compensation Plan. The IR shall place primary emphasis upon the sale of services and products to customers who do not participate in ACN's trading scheme as a condition of receipt of commissions. ACN may adjust its commission rates for promotional products or negotiated pricing. The IR is responsible for supervising and supporting any other Independent Representatives in his or her downline and agrees to maintain regular communication in support of such downline Independent Representatives through verbal and written communications. The IR is responsible for his or her own business and is not a partner, legal representative or employee of ACN or any party with whom ACN transacts or

contracts business. The IR will not represent in any manner that he or she is a partner, representative or employee of ACN or any party with whom ACN transacts or contracts business and will not be treated as an employee for any legal or tax purposes.

ACN shall not be liable for any debts or liabilities whatsoever or howsoever incurred by the IR, whether or not such liabilities are incurred during the term of this Agreement. The IR acknowledges that he or she is not guaranteed any income nor assured any profits or success, and no claims of guaranteed profits or representations of expected earnings that might result from efforts as an IR have been made by ACN or his or her sponsor. The IR shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of other IRs is easy to secure or retain, or that all or any IRs will succeed. No purchase or investment is necessary to become an Independent Representative other than the purchase of a team trainer kit. The IR may not pay or undertake to pay any sums in respect of those goods is payable to the IR on delivery of the goods, or forthwith if the goods have not yet been delivered to the IR.

This Agreement may be terminated by the IR with or without cause at any time without penalty by giving 14 days written notice of termination to ACN at its address referred to on reverse side or by ACN at its sole discretion in writing for any breach of its provisions or violation of any of the terms of this Agreement or the Policies and Procedures, the procedure for such termination to be in accordance with the provisions set out in the Policies and Procedures. If the IR gives notice to terminate this Agreement more than

14 days after the IR entered into the Agreement, the IR may return to ACN any goods (including training and promotional materials, business manuals and kits) which the IR has purchased under the scheme within 90 days prior to such termination and ACN will pay the IR the price (inclusive of VAT) which the IR paid for the goods less, where the condition of any such goods has deteriorated due to an act or default on the part of the IR, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale).

In the event that either party terminates this Agreement the IR may return to ACN any goods (including training and promotional materials, business manuals and kits) which the IR has purchased under the scheme more than 90 days but within one year prior to such termination for (including training and promotional materials, business manuals and kits) 90% of the price (inclusive of VAT) which the IR has paid for them, less an amount equal to:

- a.) any amount due from the IR to ACN on any account; b.) a reasonable handling charge (which may include the cost of repackaging returned goods for resale); and c.) provided that: i.) such goods have not been purchased or acquired by the IR in breach of this Agreement; ii.) the IR returns such goods to ACN in an unused, commercially resaleable condition not more than 14 days after the date of termination; and iii.) ACN did not clearly inform the IR prior to the purchase that the goods were seasonal, discontinued or special promotion products which were not to be subject to the buy-back provisions of this item.

In the event of the termination of this Agreement under items 16 or 17, in order to recover monies paid for goods the IR must deliver the goods to ACN within 21 days of such termination to ACN's address referred to on reverse side. ACN will bear the cost of such delivery. The purchase price is payable to the IR on delivery of the goods, or forthwith if the goods are already held by ACN. If this Agreement is terminated for any reason the IR will have the right to be released from all future contractual liabilities toward ACN in relation to this trading scheme, except: a.) liabilities relating to payments made to the IR under contracts which the IR has made as agent for ACN (if any); b.) any liability to pay the price of goods or services already supplied to the IR by ACN where the IR has not returned such goods to ACN in accordance with items 13 and 16; and c.) the provisions of items 29 and 31 which relate to competition with the business of ACN after termination of this Agreement and which shall remain in force after the date of termination.

If any downline IR of the IR returns any Products to ACN on termination or otherwise and obtains a refund from ACN (whether or not such refund is legally required), the IR will on demand pay to ACN any commissions or bonuses earned in relation to those Products in the 120 days preceding ACN's demand for repayment. Any notice given under this termination clause, which is given by first class post to the principal business address of the parties, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted. The IR shall keep accurate records and shall not engage in or perform in any misleading, deceptive or unethical practices. The IR shall abide by all laws governing the

sale or promotion of the products and services marketed by ACN, including but not limited to, any and all permits and licences required to conduct the IR's business under this Agreement.

During an investigation by ACN of a breach of this Agreement the IR's position may be suspended by ACN and any payments which may be otherwise owing to the IR shall be suspended in accordance with the procedure set out in the Policies and Procedures until final resolution has been achieved. ACN shall provide the IR with an adequate record of all goods or services supplied by ACN to the IR in respect of which payment is due from the IR, which record may take the form of an itemised order form, invoice or receipt. ACN shall not be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of ACN and/or its provider(s) of goods and services, or in the event of discontinuation or modification of a product or service by ACN and/or its provider(s) of goods and services. The obligations of ACN and its provider(s) of goods and services are limited to the performance of reasonable endeavours to process customer orders for acceptance and approval of requested services.

The IR acknowledges that ACN expressly reserves all proprietary rights to the company name, logo, trademarks, service marks and copyrighted materials (" Proprietary Property"). The IR is granted a non-exclusive license, during the term of this Agreement, to use the Proprietary Property of ACN



strictly in accordance with this Agreement. The IR will not use ACN's Proprietary Property in any form whatsoever except as permitted in writing by ACN or in advertising or promotional materials provided, designed or published by ACN. The IR may not photocopy or duplicate any materials provided by or purchased from ACN without written authorisation from ACN and unauthorised use of any Proprietary Property is unlawful and constitutes grounds for termination of this Agreement by ACN. The IR 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 IR will keep all proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties.

If the IR having been registered, becomes deregistered for VAT voluntarily or due to turnover falling below the VAT threshold applicable at the relevant time or otherwise, he or she shall notify ACN in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. In the event that ACN is required to pay VAT on any payments due to the IR under the Compensation Plan or otherwise ACN reserves the right or otherwise (subject to any necessary approvals) to self bill for such sums, in which event VAT shall only be paid to the IR if the IR is registered for VAT and provides ACN with a copy of his VAT registration certificate. If ACN is obliged or liable to make any payment of VAT to the tax authorities as a result of the failure of the IR to notify ACN of de-registration for VAT then the IR acknowledges and agrees that ACN shall be entitled to recover from him/her the amount of such VAT by deduction from the IR's account with ACN or by any other means available to ACN from time to time.

26. The IR hereby indemnifies and shall hold ACN and its provider(s) of goods and services immune from any and all claims, losses, damages and expenses, including any legal fees, arising out of IR's actions or conduct in violation of this Agreement. In order to recoup any damages and expenses it has incurred due to such violations(s), ACN may (subject to item 20) offset any commissions or other payments due to the IR. 27. The IR acknowledges that ACN fully reserves its right to modify the ACN Policies and Procedures and Compensation Plan and its other literature and its product prices at its discretion, at any time by making available to the IR written notification or verbal communication through the ACN Communications System, Newsletter or such modifications through a letter from ACN, provided that ACN shall give the IR at least 60 days advance written notice of any change in the annual financial obligation of the IR.

28. The IR acknowledges that the Agreement shall not be modified or amended except in writing signed by ACN. Each party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as may be expressly provided in this Agreement (and accordingly any conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law). This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assignees of the parties hereto. The IR cannot assign or otherwise transfer the rights of the Independent Representative position hereby granted to any other person, firm or body corporate without the express

prior written consent of ACN. If any provision of the Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provision or portions thereof shall not be affected thereby.

29. During the term of this Agreement, the IR may not, directly or indirectly, sell to or solicit services offered by ACN through any person or entity other than that specifically designated or approved in writing by ACN. The IR shall not, during the term of this Agreement and for a period of ninety (90) days thereafter, directly or indirectly, divert, entice, knowingly call upon sell or solicit, take away or move any customer of ACN or its provider(s) of products and services, whether or not the Independent Representative originally procured or brought such customer to ACN (such activities are collectively referred to herein as Solicitation). All customers solicited by Independent Representatives on behalf of ACN and its provider(s) of products and services are deemed to be customers of ACN or its provider(s) of products and services and not of its Independent Representatives.

The IR acknowledges that such non-solicitation prohibition shall be strictly enforced and that ACN's provider(s) of products and services shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to ACN which in turn is received by the IR. Further, during the term of this Agreement and for a period of ninety (90) days thereafter, the IR may not enter into a direct marketing relationship with any provider(s) of products and services of ACN. During the term of this Agreement and for a period of ninety (90) days thereafter, the IR may not

solicit an ACN Independent Representative, whether active, inactive, individual or entity to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers similar products and services. Violation of this covenant and condition will result in termination of this Agreement, and forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind.

30. The failure of any party at any time to require performance by any other party of the provisions of this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provisions of this Agreement and shall not be construed as a waiver of any continuing or succeeding breach of such provisions. 31. The IR shall not except as authorised or required by ACN reveal to any person any of the trade secrets or confidential information including but not limited the downline genealogies which shall at all times remain the property of ACN which may come to his knowledge during the term of this Agreement, and shall keep with complete secrecy all confidential information and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to ACN or its business or may be likely to do so. This restriction shall continue to apply after the termination of this Agreement for one year but shall cease to apply to information or knowledge which may come into the public domain otherwise than by his fault. Upon termination of this Agreement the IR shall deliver to ACN any samples, notes, memoranda or information concerning trade secrets or confidential information of ACN (including copies of the downline genealogies) as shall be

made or received by the IR during the course of this Agreement. The IR hereby acknowledges that such notes, memoranda and information are the property of ACN.

32. This policy describes ACN's duty of care, in relation to the collection and use of data, in relation to consultants with regard to the data (whether personal or otherwise) that is held by it. In this regard, ACN is committed to:

a) Obtaining and processing personal data or the information constituting personal data fairly; b) Ensuring personal data is accurate and, where necessary, kept up-to-date; c) Keeping personal data for only one or more specified lawful purpose; d) Not using or disclosing personal data in any manner incompatible with such lawful purpose; e) Ensuring that personal data is adequate, relevant and not excessive in relation to such purposes; f) Not keeping personal data for longer than is necessary for such purposes; g) Taking appropriate security measures against unauthorised access or alteration, disclosure or destruction of personal data and against their accident, loss or destruction.

The IR acknowledges that he or she has been informed by ACN that the information which he or she gives to ACN (including information relating to the IR, his address and other details) will be retained by ACN on a computer database and will be used by ACN for marketing and other administration purposes. The IR also acknowledges that ACN may disclose this information in connection with such purposes to other members of the ACN group of companies which may be situated inside or outside the EU and to other persons and, in particular, may disclose it to other IRs as part of ACN's

Genealogies. The IR consents to ACN retaining, processing and disclosing the information referred to as set out above. 33. This agreement is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising herefrom or any other contractual relationship between the parties here to exceeding £200 (including VAT) to ACN or any of its other independent representatives within 7 days of the date of this Agreement such sum to include purchase of the team trainer kit.

8. ACN's annual renewal fee is payable upon the first anniversary date and annually thereafter. The annual fee is for services provided by ACN which include but are not limited to head office support services, the ACN Communications System, tracking of personal customers, tracking of downline IRs and accounting services. There is a separate fee of £2. 00 per payment to process all payments to IRs. The IR hereby agrees that such fee may be deducted from commissions due to him/her at any time. The IR will receive a renewal application prior to the IR's anniversary date. Renewal application and fee must be received by ACN no later than the anniversary date or the IR's position will be deactivated, resulting in the forfeiture of future bonuses, commissions or other payments from ACN.

Upon each annual renewal of this Agreement the IR shall renew upon the then current terms of these Terms and Conditions, the Policies and Procedures and Compensation Plan. 9. The IR shall pay for any products, materials, services or other items purchased from ACN when due and in the event of late payment then subject to item 12 below, ACN has the right to

terminate this Agreement and/or ACN may offset such debt from any monies owing to the IR under the Compensation Plan. 10. The IR acknowledges that no Government agency or other regulatory authority reviews, endorses or otherwise approves any trading scheme, contract, product, membership, or compensation program of any marketing company. 11. The IR will use only printed materials produced by ACN when representing ACN, training other IRs and/or making representations as to the products or services. No claims, statements, disclosures, representations or warranties that are not printed in ACN's printed materials will be made in either selling the products or services or in the recruitment of prospective IRs.

Any additional materials used for promotional purposes may be used only in exceptional circumstances and must be approved by ACN in writing before being used. 12. The IR shall not speak on behalf of ACN, or on the subject of its products or services, by means of an interview or articles on television, radio or any press, print medium or communication media, unless prior written permission has been granted by ACN. If an IR is contacted by one of the above the IR must refer the media to ACN directly. 13. The IR may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to ACN at its principal business address (or to such alternative address within the United Kingdom as ACN may specify) and: a.) the IR may require ACN to repay the IR within 14 days any monies which the IR has paid to or for the benefit of ACN or any of its other IRs in connection with the IR's participation in the ACN opportunity or paid to any other IR in accordance with the ACN opportunity;

b.) the IR may return to ACN's address referred to above any goods which the IR has purchased under the trading scheme within 21 days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken and may recover any monies paid in respect of such goods; and c.) the IR may cancel any services which the IR has ordered under the trading scheme within such 14-day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the IR. 14. In order to recover any monies paid in accordance with item 13(a) or 13(c) above the IR must give notice to ACN requesting the repayment of such monies (and if applicable, returning the team trainer kit and any other promotional or training materials purchased by him/her) to ACN's address referred to on reverse side within 21 days of the date of cancellation and ACN shall repay such monies as the IR may be legally entitled to recover within 21 days of the date of cancellation. 15. In order to recover monies paid for goods under item 13(b) above, the IR must deliver the goods to ACN within 21 days of the date of cancellation to the address referred to on reverse side. The IR shall bear the cost of such delivery. The monies paid ACN European Services Ltd. Registered Office Address: 7 Albemarle Street, London W1S 4HQ, United Kingdom, Companies House: 3650246, VAT Reg. No: GB 726 3625 33 Postal address: P. O. Box 427, Hounslow TW4 6DR, United Kingdom