

THE BODY SHOP INTERNATIONAL PLC
Consultant Application Form

The Body Shop International plc, Building 7, Watersmead Business Park, Littlehampton, West Sussex, BN17 6LS.
 Telephone: 08000 92 90 90 E-mail: Tbsah.salesoperations@thebodyshop.com

OFFICE USE ONLY

ID No.

September 2014

We are delighted you are considering joining The Body Shop At Home™ as an independent consultant. Please complete the sections below as there are some essential details we need to know about you and there is information you will need to know about The Body Shop At Home™. There are some legal terms of appointment, which you should be aware of set out below and on the reverse of this form to protect your individual rights. Details on the way we collect and use your personal data is contained in The Body Shop At Home™ Privacy Policy (the "Privacy Policy"). We look forward to welcoming you to The Body Shop At Home™ team.

Personal Details

Legal Forename Amy Preferred Forename _____
 Legal Surname Wills Preferred Surname Shannon Date of Birth (dd/mm/yy) _____
 Legal Middle Name(s) Elizabeth E-mail amy@amyshannon.co.uk 21/12/91
 House name/number 7 Street Carn Brea Lane Age 18 years or over _____
 District _____ Town Pool
 County Cornwall Postcode TR15 3DS PLEASE NOTE: To process your order, we require a postcode and house number or name.
 Home telephone (Incl. STD Code) 07869793427 Mobile telephone 07869793427

SP Delivery instructions: (max 50 Characters) _____

Permanent Delivery Address (if different from above)

House name/number _____ Street _____
 District _____ Town _____ Postcode _____
 County _____ PLEASE NOTE: To process your order, we require a postcode and house number or name.

Personal Identification (Please provide one of the following forms of identification)

Passport Number _____ National Insurance Card Number* _____
 Driving Licence Number WILLS962271AE9PN 16 I understand and consent to these details being checked on an online verification system.

*Supporting documentation must be provided
 **If you need a visa to work in the United Kingdom this must be sent in with your application

Please complete this section in order for us to transfer your commission and any other payments directly into your bank account. Important note: Payments are sent to consultants bank accounts, the account details supplied must be that of the consultant named above and the account provided must be registered to the home address noted above. Your recruiting Consultant or Manager will verify these details are accurate. Any changes should be notified to us immediately.

ACCOUNT NAME	SORT CODE	ACCOUNT NUMBER
<u>AMY E WILLS</u>	<u>30-80-48</u>	<u>48756568</u>

These are my personal banking details or the bank details of a business registered to me.
 I understand and consent to these details being checked on an online banking verification system.

Your Regional Manager is Yvette Preston

I have read and understand the Terms and Conditions of the Host Joining Offer. My order reference number is GB _____

Consultant Introduction Consultant Name Keyleigh Mitchell Consultant ID 206980


Have you ever worked with The Body Shop At Home™ before? no yes If so, what was your ID number? _____

Consultant Agreement (PLEASE SEE REVERSE)

I apply to be a consultant with The Body Shop At Home™ on the terms set out below and on the reverse of this form. I consent to The Body Shop International plc contacting me about its products and services and I do not object to receiving this information by mail, telephone, facsimile, e-mail or by SMS. I understand that whilst processing this application my personal details will be checked using an online verification system. If my details fail these checks I understand that this will mean my application cannot be processed. I also consent to The Body Shop International plc collecting and processing my personal data in accordance with the Privacy Policy as amended from time to time. I have read the Privacy Policy before signing below.

PLEASE NOTE:

- 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.
- 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.

DATE 02/12/15 APPLICANT'S SIGNATURE 
 EMAIL ADDRESS amy@amyshannon.co.uk


 DIRECTOR, THE BODY SHOP AT HOME™
 ON BEHALF OF THE BODY SHOP INTERNATIONAL PLC.

I have the right to run a business in the UK and to be self-employed.
 I can confirm my e-mail address is accurate and can be considered my electronic signature.

THE BODY SHOP AT HOME™



Independent Consultant Agreement

A. Preamble

This Agreement, signed by you, once received and approved by The Body Shop International plc ("the Company") approval of which is a condition of this Agreement, forms an agreement between the Company and you ("Consultant"). The terms contained herein are legal terms to protect your rights as an individual as appointed as a Consultant. The effective date of the Consultant's appointment and of this Agreement is the date on which the Company issues the Consultant with a consultant's order.

The documents forming the whole agreement between the parties are this Agreement, The Body Shop At Home™ "Be Inspired" Consultant website www.dish.co.uk under Help FAQs/ The Hosts, or amended from time to time ("the Manual"). These documents supersede all previous agreements and understanding between the parties and each party agrees that by 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 expressly provided in this agreement and save that nothing in this clause shall exclude or limit the liability of either party in respect of fraudulent misrepresentation.

The products to be acquired and/or supplied are a selection of THE BODY SHOP branded cosmetics, personal skin and hair care products and such other products and services as the Company may market from time to time ("Products").

B. Status, rights and responsibilities as a Consultant:

1. to represent his/herself as a Consultant;
2. to organise and hold parties and presentations at which the Consultant will present and promote the Products and collect orders for the Products from customers. The Consultant is responsible for ensuring that all parties or events last for a minimum of 18 hours etc.

3. to purchase Products from the Company for sale by direct sales method only or such other method as may be expressly approved by the Company from time to time and delivery by the Consultant to customers in the United Kingdom. The Consultant shall sell Products in the United Kingdom only and shall not sell Products in any other country.

The Consultant shall not sell Products to a customer where the Consultant is aware or it would be reasonable to suspect that the customer is reselling the Products in the United Kingdom, or in any other country. The Company will be entitled to refuse to fulfil an order and terminate the Agreement immediately if it knows or suspects that the Consultant is in breach of this provision.

4. The Consultant shall not sell the Products except by the direct selling method or such other method as may be approved by the Company from time to time. In particular, but without prejudice to the generality of the foregoing, the Consultant shall not sell Products via unapproved internet channels (for example, but without limitation eBay or other auction web sites). The Company shall be entitled to terminate the Consultant's Agreement if the Consultant sells the Products via unapproved channels or otherwise in violation of the clause.

As an independent, self-employed business person, the Consultant is not authorised to act on behalf of the Company, it has no agents or employees, does not represent it and is not authorised to, and must not purport to, negotiate and/or conclude contracts on behalf of it. The Consultant is not authorised to incur any obligation or liability on behalf of the Company and must not purport to do so.

As an independent, self-employed business person the Consultant is entitled to arrange for such assistance as he/she determines appropriate to be provided to the Consultant by such persons as he/she appoints, in his/her expenses, in the conduct of the business, and to delegate the performance of his/her obligations to those persons, however the Consultant remains personally responsible for ensuring that their obligations under this Agreement are performed. The appointment as a Consultant and this Agreement is personal and may not be transferred.

C. The Consultant agrees:

1. to present the Products in a truthful, sincere and honest manner and to conduct business in a manner that will reflect the highest standards of integrity and responsibility in keeping with the reputation of the Company or its lines when dealing with customers at parties, home, or other Consultants, prospective consultants and the Company;

2. at all times to comply with the terms and guidelines "Be Inspired", as amended from time to time;

3. to ensure that invitations to prospective customers to attend parties and/or presentations make clear the purpose of the occasion;

4. as an independent, self-employed business person, to abide by all applicable legal requirements in the United Kingdom;

5. to meet the expenses incurred in the running of the business in the purchase of Products from the Company and reselling them to customers;

6. as an independent, self-employed business person, to be fully responsible for all taxation and insurance issues relating to his business;

7. to honour promptly the Company's exchange of Products guarantee and refund policies;

8. not to use any of the Company's trademarks or trade names including THE BODY SHOP® and THE BODY SHOP AT HOME™, trademarks and logos except in relation to the sale of the Products or the Consultant's The Body Shop At Home™ business and in the manner set out in "Be Inspired" and shall not use such trade marks, trade names or logo in any other manner whatsoever without first obtaining the prior written consent of the Company and to cease making any use of the same on termination of this Agreement;

9. not to advertise the Products or the business of the Company except in accordance with the "Be Inspired";

10. to comply with the provisions governing the appointment and conduct as a Consultant as outlined in "Be Inspired";

11. to accept the responsibility of a sponsor for any consultants introduced by the Consultant;

12. that where the Consultant places an order for Products from a customer but fails to place the order for the Products with the Company within 7 days of taking the customer order, then the Company shall be entitled to place the order itself on the Consultant's account and deliver the Products ordered to the customer and the Consultant shall pay the Company for these Products within 7 days of the Company demanding payment from the Consultant;

13. that the Company's generalises (being the information held by the Company relating to its consultants, including without limitation to relationship with each of its consultants, the sponsorship of such consultants, the consultant's name and address, and historical purchasing information for each consultant, each consultant's customer database and customer order forms) and information in relation to the Company's business practices, sales techniques, marketing methods and know-how is proprietary and confidential information which is highly sensitive and valuable to the Company's business and the Company's legitimate business interests require the non-disclosure of that information. If the Company discloses details of any of its generalises to the Consultant during the term of this Agreement:

(a) the Consultant shall at all times and without limit to time limit such details as confidential information and shall not disclose the same to any other person (including any company or person) in compliance with the Company and shall use all reasonable steps to protect and maintain the security of the information, and shall use the details solely for the benefit of the business of the Company and for the stated purpose for which they were provided; and

(b) the Consultant shall return copies of any such information to the Company forthwith upon the termination of this Agreement for whatever reason;

14. that a Consultant shall not for a period of 3 months after termination or expiry of this Agreement, directly or indirectly endorse any other Consultant away to another business or company which competes directly or indirectly with the Company and a

Consultant who becomes a "Manager" under The Body Shop At Home™ Career Plan shall not for a period of 6 months after termination or expiry of this Agreement, directly or indirectly endorse any Consultant away to another business or company which competes directly or indirectly with the Company;

15. that during the term of this Agreement the Consultant shall only present The Body Shop At Home™ Products and shall not promote or sell a range of products which compete with the Products;

16. to pay for product orders by credit or debit card where such card is registered in the Consultant's own name, save for (a) payment for the initial starter kit purchase or (b) where expressly permitted by the Company in writing prior to the placement of the order

D. On the appointment of the Consultant, the Company agrees to:

1. sell the Products to the Consultant and pay the Consultant other benefits, incentives and commission as the rates and for the events announced by the Company from time to time;

2. provide the Consultant with not less than ten (10) days written notice prior to changing commission, bonus or incentive arrangements (which the Company has the right to do unilaterally), such notice will not be given where the Consultant has not placed an order with the Company for a period of twelve consecutive weeks or more;

3. use reasonable efforts to fulfil orders promptly on receipt of payment, subject to availability, to the Consultant's right to recall Products, change suggested prices, change the selection of the range and the specification of its Products as its total discretion;

4. on request, provide to the Consultant a clear and adequate record (in the form of an itemised order form, invoice, receipt or commission) of all transactions in respect of which payments are due following the placing of orders for Products by the Consultant;

5. honour promptly the Company's Product guarantee and refund policies;

6. at any time during which this Agreement remains in force, if requested by the Consultant, to buy back any Product returned by the Consultant which was purchased at any time within one year of the date of such request, upon the terms set out in clause 6 of the following Section E;

E. Ceasing to be a Consultant, Product returns and recovery of commission

1. The Consultant shall have the right to terminate this Agreement at any time without charge or penalty by giving fourteen (14) days written notice to the Company;

2. During the first thirty days of this Agreement, the Company shall have the right to terminate this Agreement immediately and without liability by giving the Consultant notice. Thereafter, the Company may terminate the agreement without liability, (a) immediately if the Consultant (i) breaks any terms of this Agreement or (ii) does not place an order with the Company for a period of twelve consecutive weeks or more or (b) by giving the Consultant not less than thirty (30) days written notice;

3. Where this Agreement is terminated by the Consultant or the Company within 14 days of its being made, the Company shall:

(a) refund to the Consultant any monies paid by the Consultant to the Company in connection with joining The Body Shop At Home; and

(b) buy back any unused Products (including training and promotional materials, business materials and kits) returned by the Consultant to the Company at Watnhead, Litchamington, West Sussex BN17 4LS provided that such unused Products were bought by the Consultant within 90 days prior to the date of termination of the Agreement. The Company shall bear the cost of returning such Products provided that such Product is returned to the above address within 21 days of such termination. The purchase price payable by the Company upon the return of such returned Product shall be equal to the VAT inclusive price paid by the Consultant for the purchase of such Product, less (i) an amount equal to the difference in value of the Product caused by the Consultant and (ii) a reasonable handling charge equal to 10% of the VAT inclusive price paid by the Consultant for the purchase of those Products;

4. Where this Agreement is terminated by the Consultant after 14 days of its being made, the Company shall buy back any unused Products (including training and promotional materials, business paperwork and kits) returned by the Consultant to the Company at Watnhead, Litchamington, West Sussex BN17 4LS provided that such unused Products were bought by the Consultant within 90 days prior to the date of termination of the Agreement. The Company shall bear the cost of returning such Products provided that such Product is returned to the above address within 21 days of such termination. The purchase price payable by the Company upon the return of such returned Product shall be equal to the VAT inclusive price paid by the Consultant for the purchase of such Product, less (i) an amount equal to the difference in value of the Product caused by the Consultant and (ii) a reasonable handling charge equal to 10% of the VAT inclusive price paid by the Consultant for the purchase of those Products;

5. Where this Agreement is terminated by the Company after 14 days of its being made, the Company shall buy back any unused Product (including training and promotional materials, business paperwork and kits) returned by the Consultant to the Company at Watnhead, Litchamington, West Sussex, BN17 4LS provided that such unused Product were bought by the Consultant within 90 days prior to the date of termination of the Agreement. The Company shall bear the cost of returning such Product. The purchase price payable by the Company upon the return of such returned Product shall be equal to the VAT inclusive price paid by the Consultant for the purchase of such Product;

6. Where the Agreement is terminated by the Company or the Consultant after 14 days of its being made the Company shall buy back any unused Product (including training and promotional materials, business paperwork and starter kits) returned by the Consultant to the Company at Watnhead, Litchamington, West Sussex, BN17 4LS and purchased by the Consultant more than 90 days but within one year of the date of termination of the Agreement at a price equal to 90% of the VAT inclusive price paid by the Consultant for the purchase of those Products less an amount equal to:

(i) any commission, bonuses or other benefits (in cash or in kind) received by the Consultant in respect of those Products;

(ii) any amounts due from the Consultant to the Company; and

(iii) a handling charge equal to 10% of the VAT inclusive price paid by the Consultant for the purchase of those Products;

provided that:

(i) such Product has not been purchased or acquired by the Consultant in breach of this Agreement;

(ii) the Consultant returns said Product to the Company in an unused, commercially reasonable condition not more than 14 days after the date of termination; and

(iii) the Company did not clearly inform the Consultant prior to the purchase that the Products were seasonal, discontinued or special promotional Products which were not to be subject to the buy-back provisions of this Agreement;

7. On ceasing to be a Consultant of the Company, the Consultant shall be entitled to retain any commission paid except commission in respect of Products returned to the Company. The Consultant must repay the Company any commission paid and claimed by it within one hundred and twenty (120) days of the date of being made following written notice from the Company for the recovery of the same, including VAT where applicable, on returned Products if the Company has refunded any monies due to the Consultant.

F. Other Provisions

The Consultant shall have no financial obligation as a Consultant during the period of 12 months from the commencement date of this Agreement other than to pay for the Products ordered, and the initial purchase of the Consultant's Kit. The Company shall give sixty (60) days written notice of any subsequent change in the above financial obligations. The Consultant is not required to order any Products or services from the Company.

The Company reserves the right to promote and sell the Products through its other consultants, salesmen, employees or other participants or otherwise itself.

The Company may deduct any amounts owed by the Consultant to the Company from any amount the Company owes the Consultant.
This Agreement is governed by English law and can only be varied by agreement in

writing signed by the Consultant and an authorised representative of the Company

G. Data Protection

The Consultant consents to the Company processing his/her personal data, in accordance with the Privacy Policy on the Company's consultant website and as amended from time to time. In this clause, personal data has the same meaning as given in The Body Shop At Home Privacy Policy.

H. Customer Data

1. Security Obligations

The Consultant agrees as a self-employed independent contractor that where, in the course of trade, the Consultant collects and/or processes customer personal data, including credit card information, the Consultant will ensure that information is processed, stored and disposed of in a secure fashion in accordance with applicable data protection laws and industry standards and as more specifically stated in "Be Inspired".

2. Obligation to make a Disclosure

2.1 The following Defined Terms shall be given the following meaning in this subclause (HQ):

"Security breach" means any breach affecting or in any way compromising the security and/or confidentiality of customer personal data, including in particular customer credit card information

"Disclosure" means a disclosure to any entity that a Security breach has occurred, including relevant details thereof

"Internal Disclosure" means a Disclosure made by the Consultant to the Company

"Public Disclosure" means a Disclosure either by the Consultant or by the Company to a competent authority or to the public at large, made under a legal or moral requirement

2.2 The Consultant further agrees to make a prompt Internal Disclosure to the Company whenever any Security breach comes to his/her attention

2.3 The Consultant is solely responsible for deciding if he/she is under a direct legal obligation to also make a Public Disclosure, under the particular circumstances and for complying with such legal requirement, personally and independently of his/her above obligation (under sub-clause HQ.2). Nothing in this agreement shall be construed as hindering in anyway the Consultant's legal compliance in this regard and the Consultant agrees with the Company to comply with such legal requirement for making a Public Disclosure

2.4 in the event where the Consultant deems, pursuant to sub-section HQ.2 above, that a Public Disclosure is as legally required, he/she will make the Internal Disclosure first, prior to making the required Public Disclosure, if this is legally permissible

2.5 The Company and the Consultant both agree to keep any Internal Disclosure confidential, unless either party in its reasonable discretion concludes that it is under a direct, independent legal or moral obligation to make a Public Disclosure, in which case the party is permitted to make a Public Disclosure, will make reasonable efforts to give prior notice to the other of its intention to do so

I. Online Ordering

The Consultant agrees that he/she is not acting as a consumer and that the requirements of the Electronic Commerce (EC Directive) Regulations 2002 in relation to provision of information when concluding contracts by electronic means (Regulation 17) and placing of online orders (Regulation 11) shall not apply to orders placed online by the Consultant.

The Company is the promoter of the selling system in the United Kingdom with its registered office at Watnhead, Litchamington, West Sussex BN17 4LS, England. Any Products the Consultant wishes to return or make to be served should be sent to the Company by prepaid post to its registered office.

Terms & Conditions Host Joining Promotion

This offer is available to all party hosts.

This offer is available solely to hosts only and to qualify the Host must have achieved party sales of £100 or more and selected to utilise this offer instead of CIS FREE shipping.

The correct Consultant Application Form must be used and completed fully to participate in the promotion, the following conditions apply:

1. The Consultant Application Form must be completed in full and include the Party Order Number

2. The Host Name and Address on the Party Order must match that on The Consultant Application Form

3. This offer is available for new consultants only - and may not be used for Consultants wishing to rejoin the business within 6 months of leaving (reinstated consultants)

NOTE: Incorrect forms or incomplete forms will be rejected by the Care Centre. All standard terms and conditions of joining The Body Shop At Home™ apply to Hosts joining under this promotion. All party Hosts and Consultants must be a minimum of 18 years old.